MASSACHUSETTS BAY TRANSPORTATION AUTHORITY

REQUEST FOR PROPOSALS (RFP)
RFP#: 211-23
DESCRIPTION: MBTA PRIVATE FIXED ROUTE BUS SERVICES (CANTON AND HULL)

Date Issued: November 2, 2023

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Attn: Bidder/s:

Request for Proposals (RFP) # 211-23

RFP Description: MBTA PRIVATE FIXED ROUTE BUS SERVICES (CANTON AND HULL)

Dear Madam/Sir,

The Massachusetts Bay Transportation Authority ("MBTA" or "Authority"), a corporate and a political subdivision of the Commonwealth of Massachusetts, existing pursuit to Mass. Gen. Laws, Ch. 161A (as amended) invites Bidders to participate in the competitive bid for **MBTA Private Fixed Route Bus Services (Canton and Hull) .** The Scope of Work is outlined below in Sections 1 & 2. The MBTA may at its own discretion award the contract(s) to one or multiple Bidders. All formal communication with the MBTA during the bidding period shall be only through the designated point of contact.

The MBTA's prime point of contact for this solicitation will be:

Sourcing Manager
Massachusetts Bay Transportation Authority
10 Park Plaza, Room 2810
Boston, MA 02116
Email: rweiner@mbta.com

The RFP shall be launched through the COMMBUYS, and proposals must be submitted electronically by 4:00 PM (ET), December 19, 2023, in full compliance with this RFP including but not limited to Section 3, Bidder Instructions and Procurement Process. This RFP shall remain in force until the execution of the Contract, or until modified or cancelled by the MBTA.

Respectfully,
Rob Weiner

Massachusetts Bay Transportation Authority
RFP # **211-23**

1. REQUEST FOR PROPOSAL INFORMATION

1.1 INTRODUCTION

The Massachusetts Bay Transportation Authority ("MBTA" or "Authority") is soliciting proposals from qualified Bidders to provide private carrier Bus Services for Canton (Route 716) and Hull (Route 714) to assist the MBTA in this effort, the Authority is issuing this request for proposals ("RFP") to solicit responses from qualified firms or individuals who can meet the project requirements state herein, including drivers, vehicles, and supervision.

Contracted routes included in this Request for Proposals include:

- Service on Route 714 operates between Pemberton Point, Hull, and Station Street to Hingham.
- Route 716 operates between Cobbs Corner in Canton and Mattapan Station in Boston.

Contractor will provide all aspects of bus operation using contractor-owned 30' (or greater) low floor, ramp-equipped transit buses, including bus operators and management personnel.

The MBTA reserves the right to award contracts to one or more bidders. Bidders may propose on one or both services described above.

1.2 FORMAT OF RFP DOCUMENTS

Multiple documents comprise this Request for Proposal, including:

- This RFP document, which details the following requirements:
  - Scope of Work for Canton and Hull Bus Services
  - Bidder Instructions, Timeline and Response requirements
  - Vendor Selection Process
- Attachment A: Vehicle Checklist for Buses and Vans – Accessibility Standards
- Form D: Price Response (attachment)
- MBTA Minimum Insurance Requirements

2. SCOPE OF WORK

The MBTA is soliciting proposals to operate Bus Transportation Services on Routes 714 (Hull) and 716 (Canton). The two routes may be bundled together and awarded to one contractor or may be awarded separately.

The term of the contract is for a four-year period, from April 7, 2024, to June 30, 2028, with two (2) one-year option periods (from July 1, 2028, to June 30, 2029, and from July 1, 2029, to June 30, 2030). The two, one year options to extend are at the sole discretion of MBTA.

2.1 ROUTE/SERVICE DESCRIPTIONS

2.1.1 Route 714

Route 714 connects Pemberton Point ferry terminal in Hull and Station Street, Hingham at the terminus for MBTA Route 220. Service operates seven days per week using one bus. Total revenue vehicle hours required for this route per day are as follows:

- Weekdays – seventeen (17) hours
- Saturdays – thirteen (13) hours
- Sunday – thirteen (13) hours

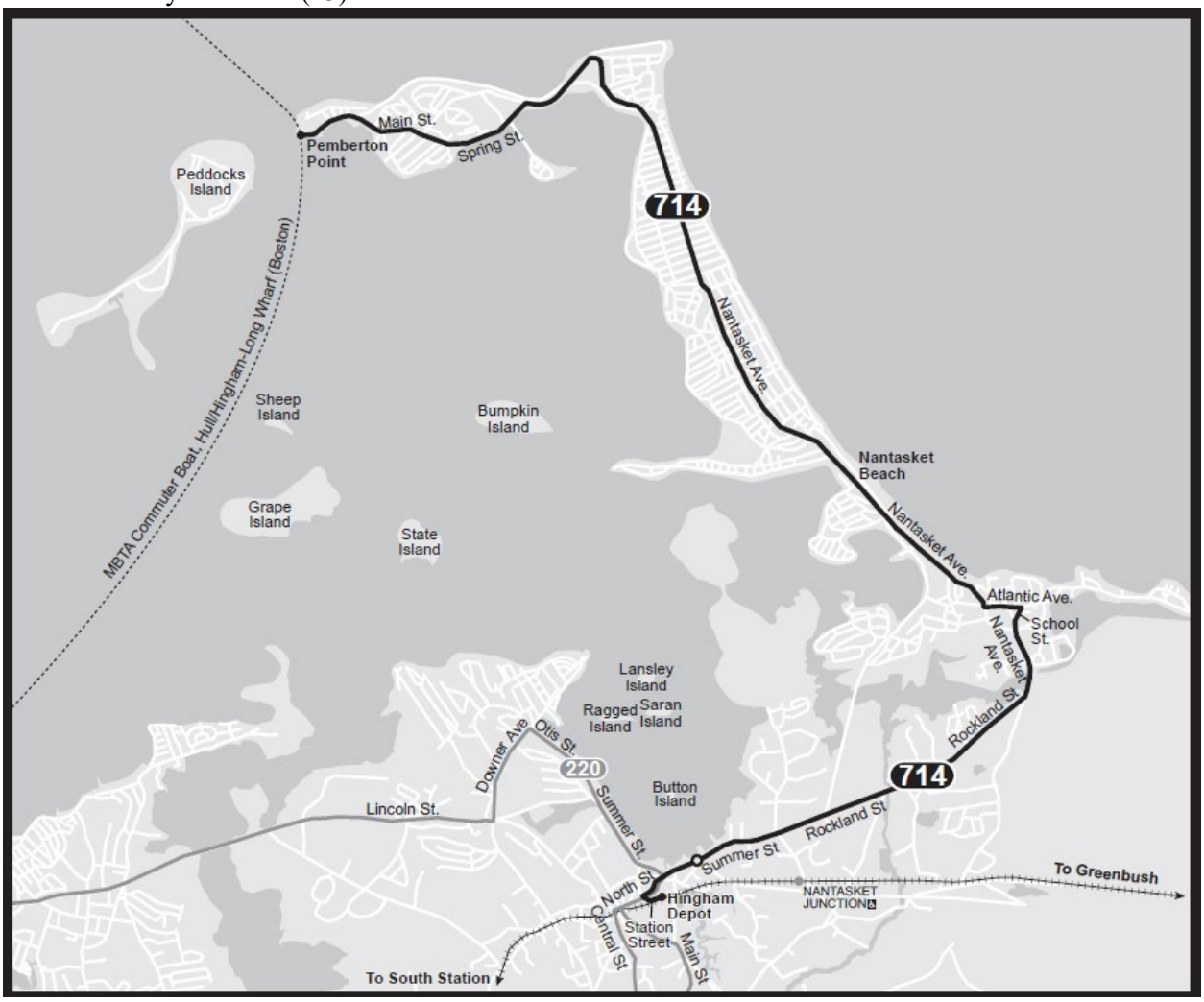
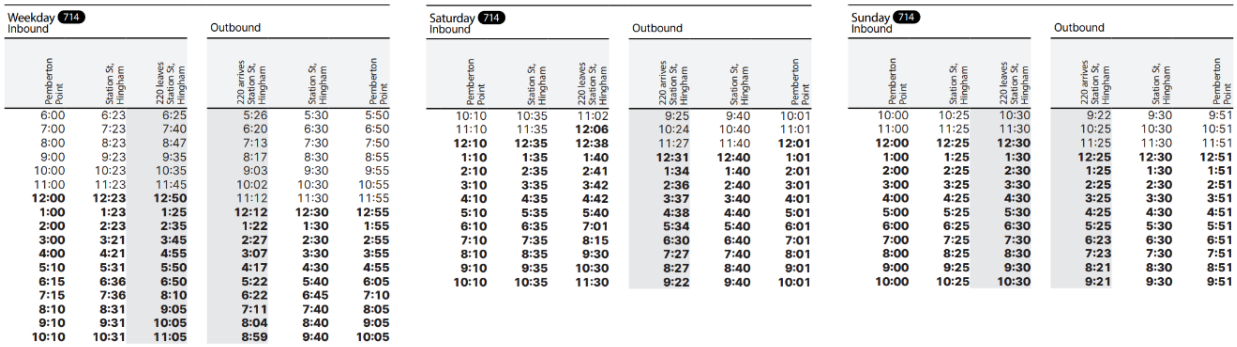


Figure 1 – Current Map of Route 714



Weekday 714

Inbound

Pemberton Point	Station St, Hingham	220 leaves Station St, Hingham
6:00	6:23	6:25
7:00	7:23	7:40
8:00	8:23	8:47
9:00	9:23	9:35
10:00	10:23	10:35
11:00	11:23	11:45
12:00	**12:23**	**12:50**
1:00	**1:23**	**1:25**
2:00	**2:23**	**2:35**
3:00	**3:21**	**3:45**
4:00	**4:21**	**4:55**
5:10	**5:31**	**5:50**
6:15	**6:36**	**6:50**
7:15	**7:36**	**8:10**
8:10	**8:31**	**9:05**
9:10	**9:31**	**10:05**
10:10	**10:31**	**11:05**

Outbound

220 arrives Station St, Hingham	Station St, Hingham	Pemberton Point
5:26	5:30	5:50
6:20	6:30	6:50
7:13	7:30	7:50
8:17	8:30	8:55
9:03	9:30	9:55
10:02	10:30	10:55
11:12	11:30	11:55
12:12	**12:30**	**12:55**
1:22	**1:30**	**1:55**
2:27	**2:30**	**2:55**
3:07	**3:30**	**3:55**
4:17	**4:30**	**4:55**
5:22	**5:40**	**6:05**
6:22	**6:45**	**7:10**
7:11	**7:40**	**8:05**
8:04	**8:40**	**9:05**
8:59	**9:40**	**10:05**

Saturday 714

Inbound

Pemberton Point	Station St, Hingham	220 leaves Station St, Hingham
10:10	10:35	11:02
11:10	11:35	**12:06**
12:10	**12:35**	**12:38**
1:10	**1:35**	**1:40**
2:10	**2:35**	**2:41**
3:10	**3:35**	**3:42**
4:10	**4:35**	**4:42**
5:10	**5:35**	**5:40**
6:10	**6:35**	**7:01**
7:10	**7:35**	**8:15**
8:10	**8:35**	**9:30**
9:10	**9:35**	**10:30**
10:10	**10:35**	**11:30**

Outbound

220 arrives Station St, Hingham	Station St, Hingham	Pemberton Point
9:25	9:40	10:01
10:24	10:40	11:01
11:27	11:40	**12:01**
12:31	**12:40**	**1:01**
1:34	**1:40**	**2:01**
2:36	**2:40**	**3:01**
3:37	**3:40**	**4:01**
4:38	**4:40**	**5:01**
5:34	**5:40**	**6:01**
6:30	**6:40**	**7:01**
7:27	**7:40**	**8:01**
8:27	**8:40**	**9:01**
9:22	**9:40**	**10:01**

Sunday 714

Inbound

Pemberton Point	Station St, Hingham	220 leaves Station St, Hingham
10:00	10:25	10:30
11:00	11:25	11:30
12:00	**12:25**	**12:30**
1:00	**1:25**	**1:30**
2:00	**2:25**	**2:30**
3:00	**3:25**	**3:30**
4:00	**4:25**	**4:30**
5:00	**5:25**	**5:30**
6:00	**6:25**	**6:30**
7:00	**7:25**	**7:30**
8:00	**8:25**	**8:30**
9:00	**9:25**	**9:30**
10:00	**10:25**	**10:30**

Outbound

220 arrives Station St, Hingham	Station St, Hingham	Pemberton Point
9:22	9:30	9:51
10:25	10:30	10:51
11:25	11:30	11:51
12:25	**12:30**	**12:51**
1:25	**1:30**	**1:51**
2:25	**2:30**	**2:51**
3:25	**3:30**	**3:51**
4:25	**4:30**	**4:51**
5:25	**5:30**	**5:51**
6:23	**6:30**	**6:51**
7:23	**7:30**	**7:51**
8:21	**8:30**	**8:51**
9:21	**9:30**	**9:51**

Figure 2 – Current Time Table for Route 714

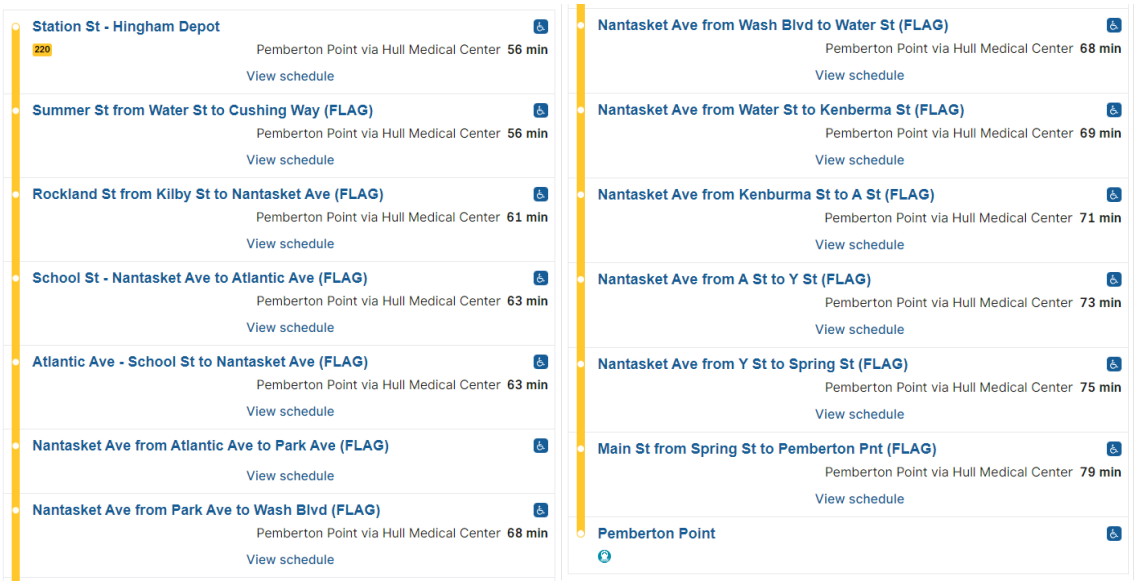

Station St - Hingham Depot
220
Pemberton Point via Hull Medical Center 56 min
View schedule
Summer St from Water St to Cushing Way (FLAG)
Pemberton Point via Hull Medical Center 56 min
View schedule
Rockland St from Kilby St to Nantasket Ave (FLAG)
Pemberton Point via Hull Medical Center 61 min
View schedule
School St - Nantasket Ave to Atlantic Ave (FLAG)
Pemberton Point via Hull Medical Center 63 min
View schedule
Atlantic Ave - School St to Nantasket Ave (FLAG)
Pemberton Point via Hull Medical Center 63 min
View schedule
Nantasket Ave from Atlantic Ave to Park Ave (FLAG)
View schedule
Nantasket Ave from Park Ave to Wash Blvd (FLAG)
Pemberton Point via Hull Medical Center 68 min
View schedule
Nantasket Ave from Wash Blvd to Water St (FLAG)
Pemberton Point via Hull Medical Center 68 min
View schedule
Nantasket Ave from Water St to Kenberma St (FLAG)
Pemberton Point via Hull Medical Center 69 min
View schedule
Nantasket Ave from Kenburma St to A St (FLAG)
Pemberton Point via Hull Medical Center 71 min
View schedule
Nantasket Ave from A St to Y St (FLAG)
Pemberton Point via Hull Medical Center 73 min
View schedule
Nantasket Ave from Y St to Spring St (FLAG)
Pemberton Point via Hull Medical Center 75 min
View schedule
Main St from Spring St to Pemberton Pnt (FLAG)
Pemberton Point via Hull Medical Center 79 min
View schedule
Pemberton Point

Figure 3 – Current Stop List for Route 714

2.1.2 Route 716

Route 716 connects Mattapan Station in Boston to Cobbs Corner in Canton. This route operates Monday-Saturday using one bus and serves Royall Street in Canton. Total revenue vehicle hours required for this route per day are:

- Weekdays – fourteen (14) hours
- Saturdays - ten (10) hours

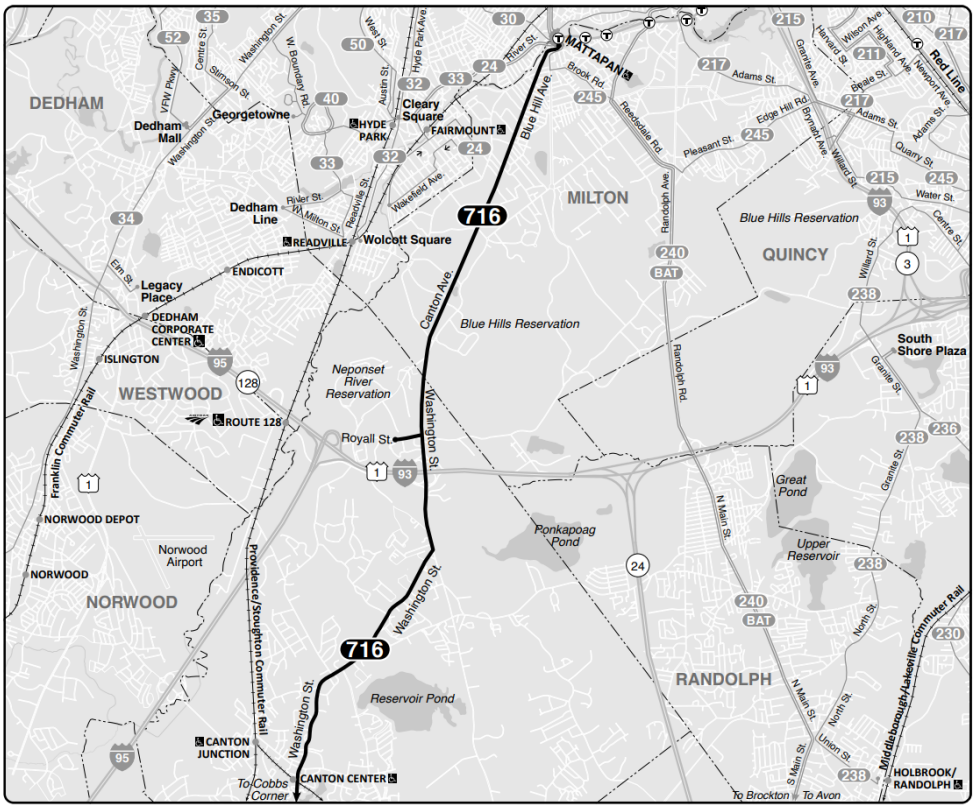


Figure 4 – Current Map of Route 716

Weekday 716

Inbound				Outbound			
Cobbs Corner	Canton Center	Curry College	Mattapan Station	Mattapan Station	Curry College	Canton Center	Cobbs Corner
6:20	6:26	6:47	6:57	5:45	5:56	6:10	6:16
7:40	7:46	8:07	8:17	7:05	7:16	7:30	7:36
9:05	9:11	9:32	9:42	8:30	8:41	8:55	9:01
10:35	10:41	11:02	11:12	9:55	10:06	10:20	10:26
12:00	**12:06**	**12:27**	**12:37**	11:20	11:31	11:45	11:51
1:25	**1:31**	**1:52**	**2:02**	**12:45**	**12:56**	**1:10**	**1:16**
2:50	**2:56**	**3:17**	**3:27**	**2:15**	**2:26**	**2:40**	**2:46**
4:20	**4:26**	**4:47**	**4:57**	**3:45**	**3:56**	**4:10**	**4:16**
5:50	**5:56**	**6:17**	**6:27**	**5:15**	**5:26**	**5:40**	**5:46**
				6:45	**6:56**	**7:10**	**7:16**

Saturday 716

Inbound				Outbound			
Cobbs Corner	Canton Center	Curry College	Mattapan Station	Mattapan Station	Curry College	Canton Center	Cobbs Corner
8:30	8:35	8:52	8:57	8:00	8:04	8:19	8:24
9:30	9:35	9:52	9:57	9:00	9:04	9:19	9:24
10:30	10:35	10:52	10:57	10:00	10:04	10:19	10:24
11:30	11:35	11:52	11:57	11:00	11:04	11:19	11:24
12:30	**12:35**	**12:52**	**12:57**	**12:00**	**12:04**	**12:19**	**12:24**
1:30	**1:35**	**1:52**	**1:57**	**1:00**	**1:04**	**1:19**	**1:24**
2:30	**2:35**	**2:52**	**2:57**	**2:00**	**2:04**	**2:19**	**2:24**
3:30	**3:35**	**3:52**	**3:57**	**3:00**	**3:04**	**3:19**	**3:24**
4:30	**4:35**	**4:52**	**4:57**	**4:00**	**4:04**	**4:19**	**4:24**
5:30	**5:35**	**5:52**	**5:57**	**5:00**	**5:04**	**5:19**	**5:24**

Figure 5 – Current Timetable for Route 716

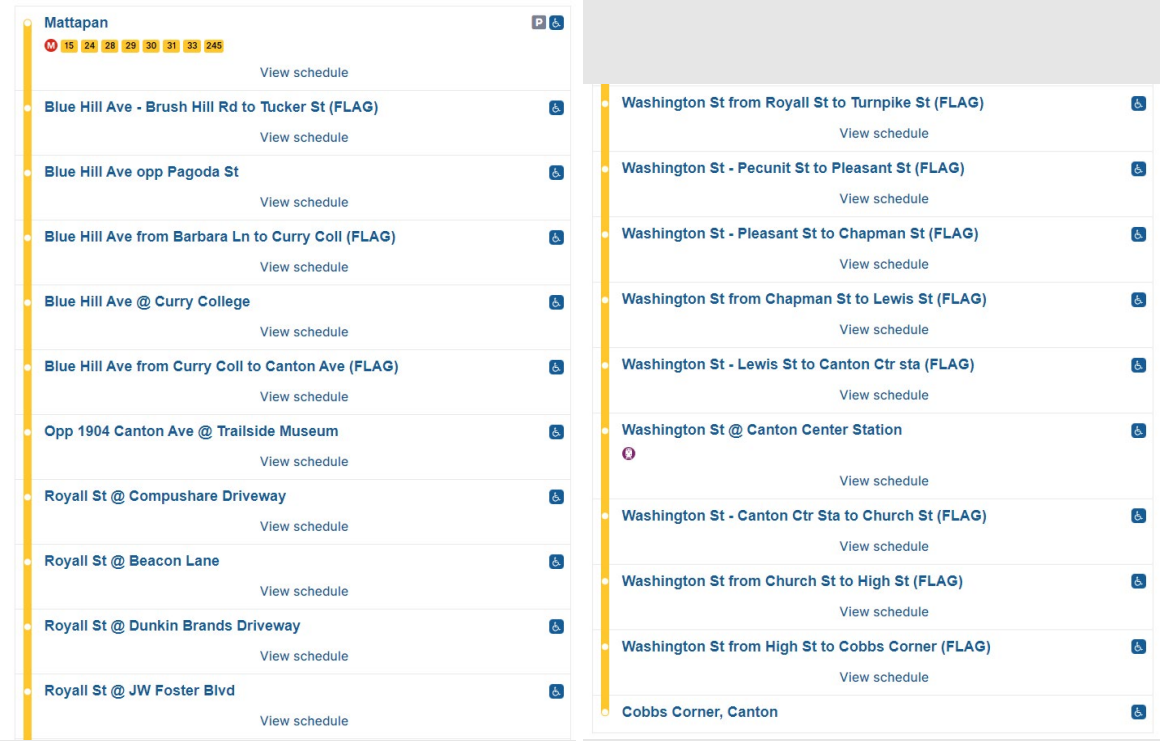

Mattapan
15 24 28 29 30 31 33 245
View schedule
Blue Hill Ave - Brush Hill Rd to Tucker St (FLAG)
View schedule
Blue Hill Ave opp Pagoda St
View schedule
Blue Hill Ave from Barbara Ln to Curry Coll (FLAG)
View schedule
Blue Hill Ave @ Curry College
View schedule
Blue Hill Ave from Curry Coll to Canton Ave (FLAG)
View schedule
Opp 1904 Canton Ave @ Trailside Museum
View schedule
Royall St @ Compushare Driveway
View schedule
Royall St @ Beacon Lane
View schedule
Royall St @ Dunkin Brands Driveway
View schedule
Royall St @ JW Foster Blvd
View schedule
Washington St from Royall St to Turnpike St (FLAG)
View schedule
Washington St - Pecunit St to Pleasant St (FLAG)
View schedule
Washington St - Pleasant St to Chapman St (FLAG)
View schedule
Washington St from Chapman St to Lewis St (FLAG)
View schedule
Washington St - Lewis St to Canton Ctr sta (FLAG)
View schedule
Washington St @ Canton Center Station
View schedule
Washington St - Canton Ctr Sta to Church St (FLAG)
View schedule
Washington St from Church St to High St (FLAG)
View schedule
Washington St from High St to Cobbs Corner (FLAG)
View schedule
Cobbs Corner, Canton

Figure 6 – Current Stop List for Route 716

2.1.3 Holiday Service

Holiday service days will match MBTA bus holidays for the current service period. Holidays are subject to change and shall be as determined by the MBTA on a periodic basis. Current MBTA service holidays for these routes include:

Saturday Schedule will operate on:

- Martin Luther King, Jr. Day
- President's Day
- Patriot's Day
- Columbus / Indigenous People's Day

Sunday Schedule will operate on:

- New Year's Day (or New Year's Day observed)
- Memorial Day
- Independence Day (or Independence Day observed)
- Labor Day
- Thanksgiving
- Christmas (or Christmas observed)

2.1.4 Right to Amend Service

MBTA retains the right to change or amend service including routing, bus stops, and frequency at any time. This may also include introduction or transfer of flag or temporary stops into permanent route adherences. Amendments in service may incur changes in billable service hours. A 2-week notice will be

provided in the event of changes in service and billable service hours.

2.2 EXPERIENCE AND PERFORMANCE

2.2.1 Contractor Experience

Bidder must be able to demonstrate proven ability that the company has operated scheduled services of a similar scale to that offered for bid within the past 5 years.

2.2.2 Manager Experience

Contractor is required to have one (1) key managers per route who will be responsible for operating and managing this service. If contractor operates both routes (Canton and Hull), one manager may be shared between both. Key managers shall have a minimum of three (3) years of experience within the past five years in a senior management position with a mass transit bus operation.

2.2.3 Maintenance Manager

Contractor is required to have a maintenance manager to oversee vehicle maintenance. Maintenance manager shall have a minimum of two (2) years of experience within the past five years in a senior maintenance management position with a mass transit bus operation.

2.3 VEHICLES

Contractor will provide sufficient vehicles to meet the service requirements for each route. At a minimum, Contractor will provide:

- Canton: one (1) 30’ (or greater) low floor, ramp-equipped transit bus, plus a spare
- Hull: one (1) 30’ (or greater) low floor, ramp-equipped transit bus, plus a spare

2.3.1 Buses

MBTA prefers 40’ buses or similar but is open to alternative 30’ or 35’ heavy-duty low floor ramp-equipped transit buses. If alternatives are proposed, contractor must demonstrate the ability to provide similar level of frequency and capacity as 40’ buses. MBTA will entertain use of EV or lower emission buses which conform to the features and regulations required as described.

All buses must conform to DOT ADA Regulations CFR Part 38.

It is the obligation of the Contractor to obtain all required insurance and DPU safety certifications for vehicles used in the delivery of service.

Vehicles must have the following features:

1. Transit seating with a minimum seat width and length of seventeen inches and hip-to-knee room clearance of 26.5 inches for passenger comfort.
2. Sufficient headroom and seat handholds to allow standing adults to be safely accommodated.
3. Maximum floor height of 35 inches.

4. A variable destination sign on the front of the vehicle over the windshield; lettering on the destination signs must be clearly visible from a minimum of 100 feet. A variable destination sign will permit the bus operator to change the signs to reflect the direction of the route (example: Hingham Depot).
5. A variable destination sign on the right-side of the vehicle facing boarding customers.
6. Interior and exterior signage clearly identifying the Contractor and that the service is operated under contract to the MBTA.
7. Vehicle age shall remain less than 12 years for the duration of the contract.

Contractor is required to have the spare bus within twenty (20) miles of the contract work so that it can be substituted for another bus in a timely manner if needed.

2.3.2 Vehicle Accessibility Standards

1. Low floor, ramp-equipped buses are required for this contract. Accessibility is required for wheeled mobility aids or ambulatory persons with limited mobility via a right-side ramp with a weight capacity of at least 1,000 pounds.
2. At a minimum, all buses must fully comply with DOT ADA Regulations 49 CFR Part 38, including, but not limited to the provision of:

    (a) Two wheeled mobility device securement systems with a minimum clear floor area of 30 inches wide by 48 inches length

    (b) A public address system capable of announcing bus stops in the form of pre-recorded messages or through verbal announcements made by the Operator.

    (c) Signs for a minimum of two forward-facing priority seats

    (d) Digital screens on the front and curbside of vehicle's exterior for the display of the route number and destination

Note: Proposals must include a completed version of Attachment A: Vehicle Checklist for Buses and Vans – Accessibility Standards

3. MBTA preference is for proposed vehicles to comply with the following internal vehicle accessibility standards:

    (a) Wheeled mobility device securement systems are forward-facing and allow for securements to be attached to four points on a device (Q-Straint or similar)

    (b) Interior digital screens for the visual display of bus stops and service information

    (c) Exterior public address system for the announcement of the route number and destination

4. Preference is for low floor, ramp-equipped buses. See Attachment A: Vehicle Checklist for Buses and Vans – Accessibility Standards.

2.3.3 Radio/Communications

Contractor shall provide, install, and maintain a communication system on each bus and at the Contractor facility so that operators may communicate with supervisors. Mobile

phones are not permitted to be used to fulfill this requirement. When required, Contractor's supervisor must have the ability to communicate with MBTA's Operational Control Center (OCC)

Contractor is required to provide a high-speed internet connection for e-mail and for data transfer from other systems.

2.3.4 Fare Collection Equipment

The Contractor is responsible for ensuring that all customers pay fares or have a valid pass.

The Contractor is responsible for providing a vehicle that supports a 24v/8a electrical Molex connector with a chassis ground for a farebox to be installed by the MBTA. The MBTA will provide the installation kit for the farebox, which contains a mounting plate, cable gland, chassis ground cable, and associated hardware.

At present, the MBTA's "Charlie" system is not deployed to all private carrier bus routes. Several incremental changes to improve customer convenience are expected to occur before and/or during the contract term. Mobile ticketing is expected to be rolled out before and/or during the contract term, and future "Charlie 2.0" fare collection system changes are expected to be implemented at some point during the contract term. These systems are still being developed.

At time of "Charlie 2.0" implementation, the Contractor will be expected to update fare collection practices and hardware to ensure consistency across the system. MBTA will provide fare equipment, and Contractor shall be responsible for installation within 15 days of receipt.

Until such time that the "Charlie 2.0" system is deployed on Private carrier Bus Routes, the Contractor shall only utilize MBTA provided fareboxes for the secure collection of cash. The MBTA may upgrade networking connections for installed fareboxes prior to "Charlie 2.0" and the Contractor will be responsible for coordinating this work with the MBTA.

The MBTA and the Contractor will schedule the fareboxes to be vaulted at a designated location and frequency at the discretion of the MBTA. For farebox defect reporting during the Contract term, the Contractor will call the MBTA at 617-222-4235 to report such defects. The MBTA will coordinate the response/repair with the Contractor.

2.3.5 In-Vehicle Screens and Signage

MBTA prefers but does not require vehicles have an in-vehicle screen and frames to install customer signs and advertising. The MBTA reserves the right to post advertisements and customer information on screens and inside frames in the vehicles.

The MBTA may require the Contractor to post advertisements and customer messaging on the MBTA's behalf (with advertisements and messages provided by the MBTA) or require the Contractor to allow MBTA vendors access to vehicles to post on the MBTA's behalf.

If digital screens are present, they shall display passenger information that is generated

from a combination of:

- Onboard systems (e.g., current trip, next stop, vehicle position, etc.).
- The MBTA's application programming interface (API, e.g., predicted arrival at upcoming stops, stop-level connections, etc.).

2.3.6 Branding/Marking

All buses will be painted, decaled, and/or wrapped with MBTA bus branding so that it is clear to a casual observer that these vehicles are part of the MBTA service network.

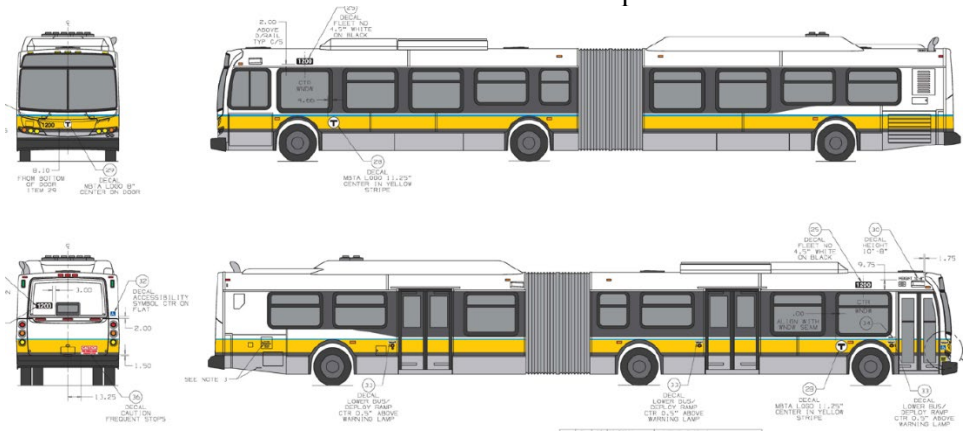


Figure 7 – Current MBTA Paint Scheme with Decals

2.3.7 Automated Passenger Counting System (APC) System

Contractor shall provide an Automated Passenger Counting (APC) System aboard buses to measure passenger boardings and alighting by stop. All data shall be downloaded, stored, and made accessible to MBTA staff to monitor ridership levels and adjust future service design. Data should be accessible to MBTA staff within one week of completed trips.

2.3.8 Automated Vehicle Location (AVL) System

Contractor shall provide an Automated Vehicle Location (AVL) System aboard buses that provides GPS tracking, using TransitMaster, Samsara, or other suitable GPS system. MBTA shall use system data to deliver real-time bus information to customers, and MBTA staff may use system data review prior performance and service disruptions.

Bus location data from the AVL System must be programmatically accessible to MBTA via a suitable format such as an API (application programming interface) or a static file that is regularly updated.

Bus locations shall be updated at least once every 30 seconds when in operation.

Spare buses shall also transmit AVL data when in operation.

2.4 OPERATIONS REQUIREMENTS

2.4.1 Exclusive use on MBTA Routes

MBTA-branded buses will be used exclusively on MBTA Routes.

2.4.2 Management

Contractor is also required to have one (1) key manager, per route who will be responsible for operating and managing this service.

Contractor must meet with MBTA on a quarterly basis to review prior quarter's performance based on operational, financial, safety and other factors, to set priorities for the coming quarter and to discuss any upcoming major initiatives.

2.4.3 Complaint Management

The Contractor will be responsible for handling customer service inquiries, suggestions, complaints, and commendations in a professional manner.

Customer letter or emails shall receive responses, within 14 days.

The Contractor must develop and implement a communication process to ensure that the MBTA is aware of any customer complaints or issues that are likely to generate customer complaints (e.g., significant delays in service, altercations with customers, issues with accessibility equipment, etc.) This should include complaints reported to any Contractor employee. The Contractor is also obligated to thoroughly investigate all complaints alleging safety, accessibility, and Title VI civil rights violations.

The Contractor must communicate all complaints received to the MBTA within 24 hours. If the MBTA receives a complaint from a customer or receives a report of an accessibility rule violation via the MBTA Internal Access Monitoring Program, the Contractor will be notified as soon as possible and must acknowledge receipt of the complaint within 24 hours. In either situation, once notifications have been issued the Contractor must:

- Conduct and complete a thorough investigation of the complaint and report all findings to the MBTA, in writing, within 10 business days (See Attachment B: – Customer Complaint Investigation & Resolution Guidelines).

- If during the investigation, systemic issues are identified (e.g., repeat failures of bus ramps while vehicles are in service), the Contractor will develop a plan for review and approval by the MBTA to correct the issue as soon as possible.

Depending upon the nature of the complaint and respective findings, the MBTA may apply financial penalties per the Service Level Agreement included in this RFP.

2.4.4 Dispatch

At least one remote dispatcher with radio communications capabilities is required during all operating hours.

Dispatch must maintain communications with MBTA Operational Control Center (OCC) as needed, related to route operations, both in emergency and during regular operations.

In the event of a service disruption of more than 15 minutes, Contractor will be required to notify MBTA Operational Control Center (OCC) and the Public Information Office (PIO) via email using the following details:

OCC Email: occ@mbta.com
PIO Email: pio@mbta.com
Bus Service Email: contractedbussvcs@mbta.com

Contractor may call OCC at (617) 222-5777 but will also be required to submit an email to OCC and PIO in the event of a disruption in service.

2.4.5 Operators

During all operating hours bus operators must always:

- Practice good defensive driving techniques.
- Be in proper uniform.
- Be courteous, professional, and use good customer relations skills.
- Follow the MBTA's standards for providing to customers with disabilities.
- Pre-board customers using wheeled mobility devices.
- Offer lap/shoulder belts to wheeled mobility uses.
- Properly secure customers' wheeled mobility devices and correctly secure lap/shoulder belts when requested.
- Honor all reasonable requests for assistance including requests made my customers with non-apparent disabilities.
- Allow use of ramp (or lift) by anyone who requests it.
- Pull to within 6-12 inches and parallel to the curb when boarding and deboarding passengers.
- Ensure ramp is deployed to sidewalk to ensure that it is not too steep.
- Be capable of operating a wheelchair ramp manually in the event of a mechanical malfunction.
- Make all required internal and external announcements.
- In the event of an accident, render all assistance that is needed, summon police/EMS as needed, procure witnesses, and obtain other such information as may be necessary to make out a complete accident report.

All Bus Operators must wear a uniform which designates them as an employee of the Contractor such as:

- Shirt or blouse with a collar and long or short sleeves with the insignia of the Contractor and MBTA.
- Dark or neutral-colored slacks, chinos, or dress shorts as dictated by climate.
- Hats, jackets, or sweaters, if worn, shall include the insignia of the Contractor and MBTA.
- An identification badge – supplied by the Contractor – to be worn on the shirt, blouse, or jacket in a manner visible to customers, which states the Contractor's name and the driver's name.
- Tee shirts, tank tops, denim or jeans, open-toed sandals, and high-heeled shoes are prohibited.

Bus Operators shall not wear or display any insignia, patch, or emblem other than those supplied by the Contractor. If Contractor staff is required to wear additional items, due to safety concerns (such as face coverings, high-vis vests, etc.), Contractor will ensure staff are supplied with these items, and enforce their proper use.

2.4.6 ADA/Accessibility Requirements

Providing fully accessible, safe, and inclusive service to all customers is a priority for the MBTA.

All contractors must fully comply with DOT ADA Regulations 49 CFR Part 37 and Part 38 as well as all commitments in the Daniels-Finegold, et al. v. MBTA Settlement Agreement 1 as well as MBTA accessibility policies while also adhering to procedures as specified in the training curriculum that is to be provided to contractors.

Core Service Standards include but are not limited to:

- Customers must never be denied/delayed service or be segregated based on disability.
- Customers using wheeled mobility devices must be pre-boarded and boarded in a timely manner. It should never take more than 10 minutes to fully board and secure a customer using a wheeled mobility device.
- All wheeled mobility devices must be correctly secured while on board the bus.
- Customers not using wheeled mobility devices must be allowed, upon their request, use of kneelers or ramps to board.
- Priority seating must be properly designated and made available to those unable to stand.
- Stop and destination announcements must be made at every stop along the route and in a manner that can be clearly heard throughout entire bus.
- External route and destination announcements must be made when bus stops are serviced.
- Route and destination signage must be clearly displayed on the exterior of each bus.
- Buses equipped with an electronic marquee, are required to present specific route information. Route information to be displayed will be reviewed by the MBTA.
- When assisting customers, Operators must use respectful language and practice effective communication techniques.
- Staff must never make rude or offensive disability-based comments or gestures.
- All reasonable requests for assistance must be granted to customers with apparent and non-apparent disabilities. Common reasonable requests for assistance include, but are not limited to:
    - Use of ramp/lift/kneeler
    - Assistance boarding/exiting the bus
    - Assistance locating a seat
    - Waiting until the customer is seated before moving the vehicle
    - Use of lap/shoulder belt
    - Repositioning bus to facilitate boarding/exiting
    - Verbally announcing the bus's arrival to the customer's destination

2.4.7 Fuel

Contractor shall be responsible for purchasing all fuel necessary for the operation of buses or vans.

Fuel will be invoiced to the MBTA separately by the Contractor, but the MBTA will require that the Contractor reasonably demonstrate that only fuel used for the MBTA service is being billed and that the fuel price paid was at or below the average retail market price for the Boston metro area.

The MBTA will not pay for fuel used for deadheads. MBTA and the Contractor will mutually agree on deadhead fuel costs within 60 days of contract award.

2.4.8 Daily Circle Checks

The Contractor shall ensure that bus operators complete a pre-trip inspection ("circle check") of the vehicle assigned to them before it enters service each day. The Contractor must have a circle check form that operators use to document their findings and submit to maintenance staff upon completion of their inspection. The circle check form must include the visual inspection and/or testing of all safety critical and accessibility features including, but not limited to the bus kneeler, ramp, wheeled mobility device securement straps (both sets), public address system and exterior destination signage. Below is a copy of the MBTA's Circle Check form. Drivers shall use this form of approved equivalence. Circle checks must include all accessibility features.

If a bus ramp, lift, or securement area is identified as inoperable during the circle check, the bus shall not be put into service until appropriate repairs are made.

Completed daily circle checks must be provided to MBTA for review upon request.

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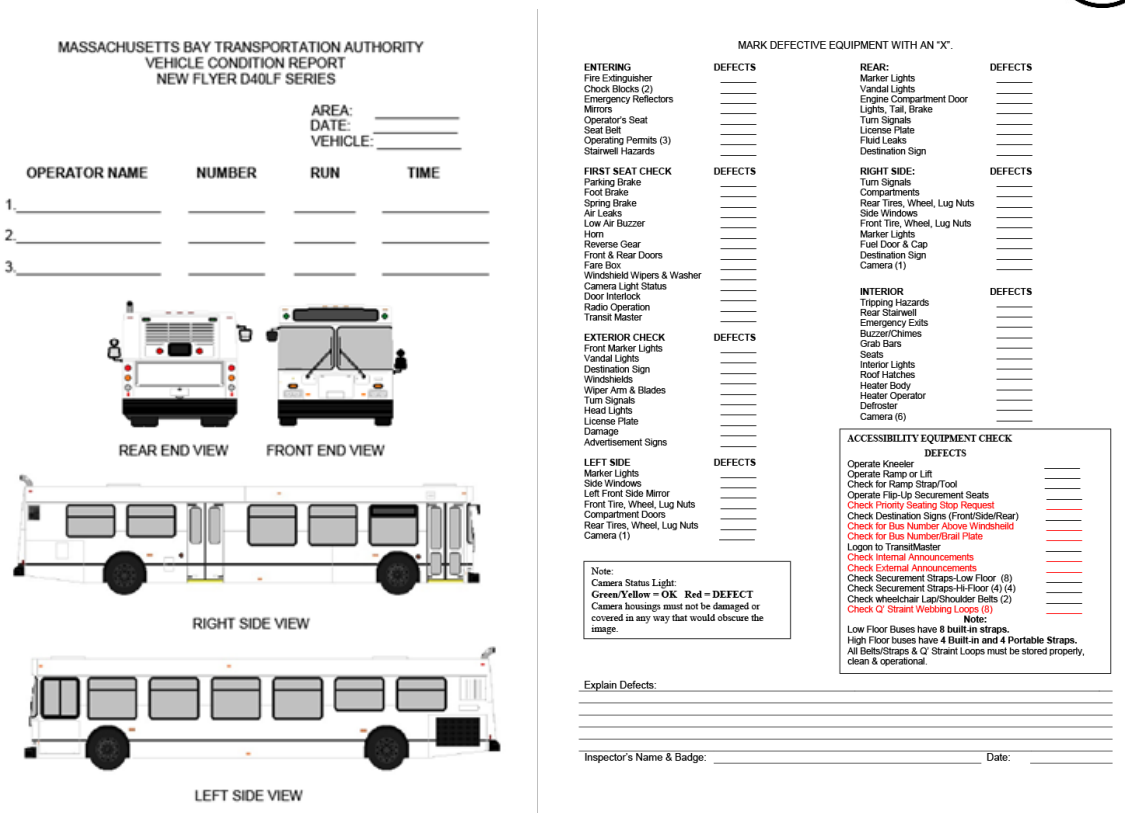

MASSACHUSETTS BAY TRANSPORTATION AUTHORITY
VEHICLE CONDITION REPORT
NEW FLYER D40LF SERIES

AREA: _____
DATE: _____
VEHICLE: _____

OPERATOR NAME	NUMBER	RUN	TIME
1.			
2.			
3.			

REAR END VIEW

FRONT END VIEW

RIGHT SIDE VIEW

LEFT SIDE VIEW

MARK DEFECTIVE EQUIPMENT WITH AN "X".

ENTERING	DEFECTS
Fire Extinguisher	
Chock Blocks (2)	
Emergency Reflectors	
Mirrors	
Operator's Seat	
Seat Belt	
Operating Permits (3)	
Stairwell Hazards	

FIRST SEAT CHECK	DEFECTS
Parking Brake	
Foot Brake	
Spring Brake	
Air Leaks	
Low Air Buzzer	
Horn	
Reverse Gear	
Front & Rear Doors	
Fare Box	
Windshield Wipers & Washer	
Camera Light Status	
Door Interlock	
Radio Operation	
Transit Master	

EXTERIOR CHECK	DEFECTS
Front Marker Lights	
Vandal Lights	
Destination Sign	
Windshields	
Wiper Arm & Blades	
Turn Signals	
Head Lights	
License Plate	
Damage	
Advertisement Signs	

LEFT SIDE	DEFECTS
Marker Lights	
Side Windows	
Left Front Side Mirror	
Front Tire, Wheel, Lug Nuts	
Compartment Doors	
Rear Tires, Wheel, Lug Nuts	
Camera (1)	

Note:
Camera Status Light:
Green/Yellow = OK Red = DEFECT
Camera housings must not be damaged or covered in any way that would obscure the image.

REAR:	DEFECTS
Marker Lights	
Vandal Lights	
Engine Compartment Door	
Lights, Tail, Brake	
Turn Signals	
License Plate	
Fluid Leaks	
Destination Sign	

RIGHT SIDE:	DEFECTS
Turn Signals	
Compartments	
Rear Tires, Wheel, Lug Nuts	
Side Windows	
Front Tire, Wheel, Lug Nuts	
Marker Lights	
Fuel Door & Cap	
Destination Sign	
Camera (1)	

INTERIOR	DEFECTS
Tripping Hazards	
Rear Stairwell	
Emergency Exits	
Buzzer/Chimes	
Grab Bars	
Seats	
Interior Lights	
Roof Hatches	
Heater Body	
Heater Operator	
Defroster	
Camera (6)	

ACCESSIBILITY EQUIPMENT CHECK

	DEFECTS
Operate Kneeler	
Operate Ramp or Lift	
Check for Ramp Strap/Tool	
Operate Flip-Up Securement Seats	
Check 'Priority Seating Stop Request'	
Check Destination Signs (Front/Side/Rear)	
Check for Bus Number Above Windshield	
Check for Bus Number/Brail Plate	
Logon to TransitMaster	
Check Internal Announcements	
Check External Announcements	
Check Securement Straps-Low Floor (8)	
Check Securement Straps-Hi-Floor (4) (4)	
Check wheelchair Lap/Shoulder Belts (2)	
Check Q' Straint Webbing Loops (8)	

Note:
Low Floor Buses have **8 built-in straps.**
High Floor buses have **4 Built-in and 4 Portable Straps.**
All Belts/Straps & Q' Straint Loops must be stored properly, clean & operational.

Explain Defects: _____

Inspector's Name & Badge: _____ Date: _____

Figure 8 – Current MBTA Circle Check Form

2.4.9 Reporting

2.4.9.1 Roster Report

Contractor must report the following regularly, ideally through a shared document or digital repository:

(a) Daily: Contractor will contact MBTA OCC in regular, pre-determined intervals, to provide ridership status.

(b) Upon request: A roster of all buses used in service including vehicle type and vehicle identification number.

(c) Weekly: Reports of ridership, broken down by hour. In the event Contractor cannot provide an accurate breakdown, a best estimate should be provided, based on field staff observations.

2.4.9.2 Monthly NTD Reporting

Contractor will provide monthly NTD reports. MBTA will provide report format which must be attached to the monthly invoice.

The MBTA will provide the layout of which the data should be keyed into as well as the location of where it is stored (i.e., Google Drive, Box, etc.). The Contractor will be responsible of following the layout as well as submitting the data within three weeks of the last day of the previous month or the final payment for the project will be withheld.

2.4.9.3 Statement of Operations and Cost

The Contractor shall submit to the Authority within fifteen (15) business days after the close of the previous month, a report hereinafter referred to as the "Statement of Operations and Cost". The report shall be in a format, which has been approved by the Authority.

2.5 VEHICLE MAINTENANCE

2.5.1 Vehicle Maintenance Requirements

Contractor will be responsible for starting and maintaining vehicles and installed equipment. Contractor shall be required to maintain all service vehicles in good overall operating condition and meet all OEM requirements. Contractor shall perform both corrective and preventative maintenance on vehicles and shall maintain adequate records to enable MBTA to verify that a preventative maintenance (PM) schedule is being adhered to by the Contractor. The MBTA reserves the right to:

- Inspect vehicles and vehicle records at any time.
- Perform technical and engineering audits to ensure all mandated inspections, upkeep and documentation is completed in accordance with OEM, USDOT and/or State DPU.

2.5.2 Body Damage

The Contractor shall maintain vehicles free of broken mirrors, broken or cracked windows, grime, rust, chipped paint or dents and body damage. Vehicles with major body damage must be removed from service until the damage is completely repaired. Major body damage is defined as damage which caused the most exterior part of a vehicle to be pierced. Minor body damage, which is damage which prohibits safe operation of the vehicle or a dent larger than 1” in length, will be repaired within 30 days of the accident.

2.5.3 Inside Compartment

The Contractor shall maintain the passenger area free from torn or excessively worn floor covering. Seats shall not be broken, damaged or have protruding sharp edges. Broken or damaged seats shall be considered a safety hazard. Securement systems (QStraint or similar) for wheeled mobility devices, including lap and shoulder belts, shall be in good working condition and shall be maintained in a clean, non-frayed or torn manner.

2.5.4 Heating and Air-Conditioning

Heating and air-conditioning (HVAC) systems must be maintained as required to ensure the passenger compartment remains comfortable under all climate conditions. A/C equipment shall be maintained in operating condition, regardless of climate conditions. Buses with non-functioning HVAC systems shall not be placed in service, if in the event the HVAC systems on a bus stop functioning the bus shall be removed from service upon arrival at the next terminus stop and replaced with the spare bus.

2.5.5 Accessibility Components - Maintenance and Performance

All accessibility components, including-ramps and securement systems must be sufficiently maintained. These components must be in good operating condition and fully function as designed at all times.

If a ramp fails in service and cannot be deployed (neither automatically nor manually) or both securement areas malfunction (i.e., a wheeled mobility device cannot be properly

secured in neither area), the vehicle must be pulled from service immediately. The Contractor must deploy a replacement bus immediately and no longer than five (5) minutes from notice of the equipment failure. A bus carrying customers that has a faulty ramp, will complete its run, and only then be pulled from service, however the replacement bus must be deployed regardless.

A replacement bus must accommodate any customer that was denied service due to an accessibility equipment malfunction no longer than thirty (30) minutes after initial service was denied to the customer.

Failure to remove and replace the bus will be considered a **Failure to board wheeled mobility device user** as defined in section 2.11.

2.5.6 Vehicle Cleaning

The Contractor shall ensure interior and exterior cleanliness of vehicles. As needed, Contractor shall remove trash, graffiti, or spills, and ensure vehicle is free from odor.

In the event MBTA requires Contractor to perform extensive additional cleaning, beyond regular cleaning standards, due to health or safety concerns, MBTA may, at its discretion, approve these additional costs, at cost to the Contractor. Contractor must pursue a cost-effective solution to this issue and provide documentation to this, as requested.

2.5.7 Maintenance Facility

The operator will be responsible for providing a facility for the storage and maintenance of buses.

The facility shall be provided within twenty (20) miles of the nearest portion of the route in order to minimize deadheading and to ensure rapid replacement of vehicles that go out of service. The operator must be able to provide a replacement vehicle within one hour.

The MTBA reserves the right to inspect all vehicles/vehicle records at any time during the contract.

2.5.8 Lead Mechanic Experience

Lead mechanic applicants hired will have a minimum of five (5) years of experience maintaining heavy duty buses. ASE certification is preferred. Supporting mechanics will have a minimum of one (1) year experience.

2.5.9 Maintenance Requirements

Contractor shall be required to maintain all service vehicles in good overall operating condition. Contractor shall perform both regular and preventative maintenance (PM schedule is being adhered by the Contractor.

2.5.9.1 Body Damage

The Contractor shall maintain vehicles free of broken mirrors, broken or cracked windows, grime, rust, chipped paint or dents and body damage. Vehicles with major body damage must be removed from service until the damage is completely repaired.

2.5.9.2 Inside Compartment

The Contractor shall maintain the passenger area free from torn or excessively worn floor covering. Seats shall not be broken, damaged or have protruding sharp edges. Broken or damaged seats shall be considered a safety hazard.

2.5.9.3 Heating and Air-Conditioning

Heating and air conditioning (A/C) systems must be maintained as required to ensure the passenger compartment remains comfortable under all climate conditions. A/C equipment shall be maintained in operating condition, regardless of climate conditions.

2.5.9.4 Clean Air Standards

Annual emission/opacity inspections should be performed to meet all applicable clean air standards. Contractors are required to obtain all associated permits and licenses and make sure all required charges and fees are paid.

2.5.9.5 Vehicle Cleaning

The Contractor shall be required to inspect daily and ensure cleanliness of windows interiors, seats, wheelchair restraint devices, handrails and attendant fittings, dash, windowsills, dashboard, driver area and arm rests, and floor areas (broom clean). As needed, remove trash, graffiti, or spills, and ensure vehicle is free from odor.

The Contractor shall be required to wash revenue vehicles at least bi-weekly, or any time dirt or grime is visible by a person standing ten (10) feet away during normal daylight hours. Windshield and mirror surfaces shall be kept free of dirt, film, or precipitation that may impair vision: remove grease, grime, handprints, etc. from interior window surfaces; clean and mop floors.

In the event MBTA requires the Contractor to perform extensive additional cleaning, beyond regular cleaning standards, due to health and safety of concerns. MBTA may, at its discretion, approve these additional costs, at cost to the Contractor. The Contractor must pursue a cost-effective solution to this issue and provide documentation to this, as requested.

2.6 STAFFING AND HUMAN RESOURCES REQUIREMENTS

2.6.1 Operator Staffing, Licensing, and Background Requirements

All drivers of full-sized buses shall have Commercial Driver's Licenses (CDL) with appropriate endorsements and must register as a Passenger Carrier with the Massachusetts Department of Public Utilities (DPU).

The Contractor must adhere to USDOT and MassDOT guidelines throughout the duration of the awarded contract.

To ensure the continuous compliance with valid Driver's License requirements, the Contractor must enroll in and participate in the Registry of Motor Vehicle's Driver Verification System program.

The Contractor will keep on file for each Bus Operator a statement from a licensed

physician that the driver candidate is medically fit to drive according to DOT guidelines.

All operators must have a good driving record as defined by MBTA's Driving Record Policy[1] and a clear CORI background check in order to operate within this service contract.

The MBTA reserves the right to review driving records and CORI background checks during the life of the contract. Additionally, the MBTA requires that driving record and CORI background check be completed prior any new hire drivers start work on this contract.

All Operators who operate an MBTA service, must have a CORI check that is no older than one (1) year, prior to their initial work on any MBTA project. Bus Operators and supervisors must pass a drug and alcohol screen test administered in compliance with FTA regulations.

Bus Operators and supervisors must be able to speak, read and write the English language sufficiently to communicate with customers, dispatchers, etc., and to record data and read schedules and maps.

2.6.2 Anti-Drug and Alcohol Misuse Prevention Program

To the extent Contractor personnel perform a safety-sensitive function under the Agreement, Contractor agrees to comply with, and assure compliance of its employees, 49 U.S.C. § 5331, and FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR Part 655.

2.6.3 Bus Operator Training

All staff must be trained to proficiency in providing accessible service to those unable to stand and customers with disabilities. The Contractor's training program must address, at minimum:

- Policies and procedures for compliance with DOT ADA regulations, and MBTA Core Service Standards listed below and described in MBTA's Key Accessibility Policies.
- Safe Driver and Defensive Driving Techniques
- Proper use of ramp-equipped vehicles.
- Hands-on training on troubleshooting issues that prevent bus ramps from being deployed.
- Hands-on training on securing wheeled mobility devices on correctly securing wheeled mobility devices using four securement straps and the lap & shoulder belt.
- Servicing transit bus stops.
- Policy and procedure for reporting and removing buses with an inoperable ramp and securement areas (2) from service.
- Training on providing sighted guide and orientation assistance to customers who are blind/have low vision.

[1] MBTA's Driving Record Policy can be viewed at https://www.mbta.com/careers/driving-record-policy

- Instruction on how to properly communicate with those unable to stand and people with disabilities.
- Assisting customers with disabilities during emergencies.

The MBTA has developed accessibility training curriculum for contractors that includes the operating policies and procedures noted above. Before beginning service, the Contractor must adopt the training curriculum and customize it as needed to account for variances in the design and function of company vehicles and/or differences in the type and operation of the service that is required per the contract. The Contractor then must submit the revised training curriculum to the MBTA for review and approval.

Alternatively, the Contractor may request to send its employees to an MBTA Bus Operator Accessibility Training Class (costs to be covered by vendor), pending the MBTA's approval and availability.

Prior to the start of service, operators and supervisors assigned to the Project must complete a training program that includes safe transit operation and the aforementioned accessibility training, regardless of any previous accessibility training the employees may have received. Upon completion of the pre-service training program, and after each accessibility training class conducted going forward, contractors must submit to the MBTA documentation stating the name, job title and date of attendance, of each employee who attended the training.

All training material and live training classes are subject to MBTA review and approval, and the MBTA may require changes to align with MBTA policies.

All training requirements (and MBTA approval of materials) must be met prior to the contract start date, and throughout the life of the contract, but not necessarily prior to bid submission.

The MBTA may require specific employees or groups of employees to attend the MBTA's Bus Operator Accessibility Training if customer complaints and/or reported Internal Access Monitoring violations suggest previous accessibility training provided to employees may have been insufficient.

2.7 SAFETY

The Contractor is responsible for safety under the Contract. The Contractor shall safely render all services (and perform all work) under the Contract. The Contractor shall develop a Safety Compliance Program. The program should provide for a comprehensive, ongoing systematic review of hazards involving vehicles, equipment, machines, the environment, and people, and take action to avoid identifiable hazards as required as part of Contractor services. The Contractor shall provide a safe environment for the public and the Contractor.

The Contractor shall be responsible for compliance with all applicable Federal, State, County and local laws, ordinances, and regulations during the performance of this work.

The Contractor shall enforce the use of any and all personal protective equipment needed to

complete the tasks required by this Contract.

The Contractor shall provide warning signs, barricades and verbal warnings as required.

The Contractor shall inform its employees of emergency procedures to be followed in case of a fire, medical emergency, or any other life-threatening catastrophes.

The Contractor shall notify the MBTA immediately of any accident involving personnel or damage to material and equipment.

The Contractor shall provide and maintain on the site, at all times, first aid kits which contain all emergency medical supplies likely to be required by persons in the facility.

2.7.1 Emergency

2.7.1.1 Emergency Operations Plan

The Contractor shall develop, implement, and maintain an Emergency Operations Plan to respond to emergencies and routine problems that may occur. Occurrences include, but are not limited to:

- Passenger injuries
- Deaths
- Disturbances
- Illness
- Inclement weather
- Accidents
- Detours
- Employee injuries
- Transit operations disruptions

Contractor must provide the Emergency Operations Plan to MBTA for review within sixty (60) days of contract execution.

2.7.2 Emergency Procedures and Accident Reporting

The Contractor shall work in conjunction with the Authority to ensure the safety of its customers. In addition to training and planning efforts, the proper response to each incident/accident is of critical importance to passenger safety. The Contractor shall inform the Authority by telephone of any and all incidents and/or accidents as soon as possible. Written reports shall be submitted as soon as possible, and no later than 24 hours of the occurrence of any incident and/or accident. The Authority reserves the right to modify these procedures.

Accidents are defined per United States Department of Transportation 49 CFR Part 655. The Contractor must report to the MBTA, immediately, any Safety and Security Incidents, per the reporting thresholds outlined in the National Transit Database (NTD) Safety and Security Reporting Manual. The MBTA must be notified as quickly as possible of any accident that meets the above criteria, or when any media respond or are anticipated to respond to any accident or incident scene.

For cases in which the Contractor is determined to be at fault for the accident, or when culpability is in question, whether due to mechanical failure or otherwise, the MBTA

may retain a third-party investigator to evaluate the incident.

The Contractor's dispatch must contact MBTA's OCC, following the guidelines and procedures, based on the event and information provided, including contacting Transit Police Department, emergency services, towing services and any other services required. In addition, the Contractor must notify MBTA OCC of any and all accidents immediately following the event. MBTA will partner with the Contractor to develop specific guidelines and procedures, as needed.

2.7.3 COVID-19, Pandemics, and State of Emergency

Contractor must follow and comply with any and all executive orders, legal requirements, and public advisories related to COVID-19, other pandemics, or any declared State of Emergency. The MBTA may require additional measures and Contractor shall support and cooperate with MBTA in these matters, in order to provide a safe environment to all staff, customers and personnel.

2.8 UPDATES TO REQUIREMENTS

MBTA may update operational requirements defined in this RFP, including those related to safety, accessibility, and emergency operations. Contractors will be notified of changes and have an opportunity to comment. Once changes are confirmed, Contractors will have a minimum of thirty (30) days for implementation.

During this period, Contractors are allowed to request to update their submitted hourly rate, with detailed justification, at a rate no greater than 2% per annum.

No adjustment to Contract payment terms (Service Hour Rates) shall be made in the event additional operating hours are added to the normal operations schedule outlined herein. Additional operating hours shall be accommodated at the base Contract rates for all adjustments in operating hours.

An adjustment to the Contract payment terms (Service Hour Rate) will be permitted in the event service days are added or removed from the Route or if additional vehicles are required to support service. However, this shall be limited to a rate no greater than documented service costs plus 2%.

2.9 COMPENSATION

The MBTA will reimburse the Contractor based on the agreed-upon hourly rates and the number of hours of bus service, net of any penalties contractor may have incurred based on Service Level Agreement.

Within 15 days of the close of each month, the Contractor will be required to submit an invoice to the MBTA. The MBTA agrees to pay amounts not in dispute within thirty (30) days of receipt of said bill and all required documentation.

2.10 RIDERSHIP DATA

Recent passenger counts are provided for reference.

Current Route Statistics for Route 714 Hull

Route 714 – Hull Fiscal Year	Annual Passengers
FY2021 (July 2020 – June 2021)	25,884
FY2022 (July 2021 – June 2022)	30,269
FY2023 (July 2022 – June 2023)	28,241

These figures are as reported by the Current Operator.

Route 714 Average for August 23	Average Weekday passengers	Average Saturday Passengers	Average Sunday passengers
August 2023- 22 weekdays, 4 Saturdays, 4 Sundays	62	62	62
Average for June 2023	Weekday Load	Saturday Load	Sunday Load
June 2023- 22 weekdays, 4 Saturdays, 4 Sundays	28 trips	18 trips	18 trips

Route 714 – Hull Fiscal Year	Annual Gallons fuel
FY2022 (July 2021 -June 2022)	11,483
FY2023 (July 2022 -June 2023)	11,654

Current Route Statistics for Route 716 Canton

Route 716 – Canton Fiscal Year	Annual Passengers
FY 2021 (July 2020 – June 2021)	10,722
FY2022 (July 2021 – June 2022)	11,693
FY2023 (July 2022 – June 2023)	14,629

These figures are as reported by the Current Operator.

Route 714 Average for August 23	Average Weekday passengers	Average Saturday Passengers	Average Sunday passengers
August 2023- 23 weekdays, 4 Saturdays, 4 Sundays	60	40	0
Average for June 2023	Weekday Load	Saturday Load	Sunday Load
August 2023- 23 weekdays, 4 Saturdays, 4 Sundays	17 trips	18 trips	0 trips

Route 714 – Hull Fiscal Year	Annual Gallons fuel
FY2022 (July 2021 -June 2022)	11,483
FY2023 (July 2022 -June 2023)	11,654

2.11 RECORD-KEEPING, REPORTING, AND DATA OWNERSHIP

The Contractor shall be required to maintain all records necessary to document all charges made to the Authority for provision of Services.

The Contractor shall also maintain any and all additional statistics and documents necessary to comply with the Federal Transit Act of 1964 as amended to include compilation of the National Transit Database Report, etc. The report shall be in a digital format, which has been approved by the authority.

Statistics kept by Contractor and reported to the MBTA shall include, but not limited to:

- Bus number, driver name, shift start/end time, date, route location.
- Supervisor's name, shift start/end time, date, location.

- Trip start times and total passengers per trip.
- Safety data (Incidents and Accidents as defined by FTA).
- Total revenue hours and revenue miles.
- Total cost for the month.

The Contractor will provide all information and reports as required from time to time by the MBTA and will permit access to all books, records, accounts, other sources of information and facilities related to performing the contract as may be requested by MBTA.

The listed reports and formats of the reports may be revised, reorganized, deleted, or changed as directed by the MBTA. The Contractor shall make available any and all special reports that are required. These reports include, but are not limited to, accident reports, incident reports, emergency reports, reports of vehicles exceeding the maintenance downtime limit, and any or all reports deemed necessary by MBTA. Such a requirement shall not be considered a change of the Agreement.

No reports, information, data, documents, or correspondence given to, prepared, or assembled by the Contractor under this Agreement shall be made available to any individual or entity without prior approval of the MBTA.

The Contractor shall maintain – and keep confidential – personnel folders on all employees and maintain a matrix list of all personnel engaged in the provision of this service by job classification summarizing all criteria data, such as: name, address, date of hire, work eligibility status, license number, training, relevant certifications, etc.

All data, records and work products produced by the Contractor pursuant to this Contract shall become the sole property of the MBTA. Work products include such items as documents, audio recordings, video recordings, passenger counts, ridership counts, field notes, records, computations, calculations, work sheets, sketches, drawing, specifications, cost estimates, laboratory data, test results, correspondence, and all other products resulting from the work performed by the Contractor.

2.12 SERVICE LEVEL AGREEMENT

The Contractor must adhere to the Service Levels listed on the following pages:

Service Level Agreement	Penalty		
	1st incident (per fiscal year)	**2nd- 5th incident (per fiscal year)**	**6th + incident (per fiscal year)**
Allowing a bus to enter service after one of the following equipment malfunctions is observed: • Bus ramp will not deploy (automatically nor manually) • Both securement areas are not fully functioning and will not allow for a *proper* securement of a wheeled mobility device.	Two service hours deducted from payment for each failure	Four service hours deducted from payment for each failure	Eight service hours deducted from payment for each failure
Failure of a bus ramp during an inspection (planned or unplanned) by MBTA personnel while the vehicle is in service, including during periods when the vehicle is laying over between scheduled runs.	One service hour deducted from payment for each failure	Two service hours deducted from payment for each failure	Four service hours deducted from payment for each failure
Bypassing or failing to board any customer who hails a stop request along the published route	Written warning	One-half service hour deducted from payment for each event	One service hour deducted from payment for each event
Bypassing or failing to board a customer who uses a wheeled mobility device or an ambulatory customer with an apparent disability (e.g. individuals who use a walker, cane or service animal) without receiving authorization from the MBTA OCC[2].	Two service hours deducted from payment for each failure	Four service hours deducted from payment for each failure	Eight service hours deducted from payment for each failure
Failing to provide alternative accessible transportation within 30 minutes when a customer with a disability is initially denied service and waits for another trip.	Two service hours deducted from payment for each failure	Four service hours deducted from payment for each failure	Eight service hours deducted from payment for each failure
Boarding or exiting times of over 15 minutes each due to ramp or lift failure in service.	Written warning	One-half service hour deducted from payment for each failure	One service hour deducted from payment for each failure

[2] If a customer is unable to board a bus either because the bus is already at maximum capacity; both securement areas are currently occupied by customers with secured wheeled mobility devices; or the bus ramp / lift will not deploy (automatically or manually) - the Operator must follow procedures to provide service to the customer immediately, as well as report the matter to the OCC.

Service Level Agreement	Penalty		
	1st incident (per fiscal year)	**2nd- 5th incident (per fiscal year)**	**6th + incident (per fiscal year)**
Failing to apply at least three securement straps to a wheelchair or scooter while on the bus without receiving authorization from OCC.	One service hour deducted from payment for each failure	Two service hours deducted from payment for each failure	Four service hours deducted from payment for each failure
Failing to *properly* apply at least three securement straps to a wheelchair or scooter while on the bus without receiving authorization from OCC[3].	Written warning	One-half service hour deducted from payment for each failure	One service hour deducted from payment for each failure
Failing to make any audible stop announcements	Written warning	One-half service hour deducted from payment for each failure	One service hour deducted from payment for each failure
Allowing a customer to exit the front door of a bus into an obstruction when it is apparent that the customer is blind or has low vision (e.g., the customer uses a white cane or a service animal, or has otherwise communicated the information to the Operator); or, failing to inform the customer when they are being alighted at an alternate location or away from the curb at a designated stop.	Written warning	One-half service hour deducted from payment for each failure	One service hour deducted from payment for each failure
Operating a bus with major body damage or non-functioning HVAC equipment and not replacing the bus at the next terminus station.	Written warning	One-half service hour deducted from payment for each event	One service hour deducted from payment for each event
Failure to honor a reasonable request for assistance without receiving authorization from OCC.	Written warning	One service hour deducted from payment for each failure	Two service hours deducted from payment for each failure
Failure to comply with the training program requirements stipulated in the contract.	Written warning	One-half service hour deducted from payment for each failure	Two service hours deducted from payment for each failure

[3] Proper securement includes the following: The application of four securement straps to wheelchairs and three to four securement straps to scooters; all straps attached to rigid (non-movable) frame members of the wheeled mobility device; adequately tighten straps; offer lap/shoulder belt; request that the passenger apply brakes and/or turn the power off (if power equipped).

Service Level Agreement	Penalty		
	1st incident (per fiscal year)	**2nd- 5th incident (per fiscal year)**	**6th + incident (per fiscal year)**
Failing to complete an investigation and take the necessary corrective action to resolve a civil rights or accessibility-related customer complaint or a serious accessibility rule violation reported by the MBTA Internal Access Monitoring Program and notify the MBTA within 10 business days	Written warning	One-quarter service hour deducted from payment for each failure	One-half service hour deducted from payment for each failure
Failing to respond to the MBTA within 5 business days regarding the outcome of a non-accessibility-related customer complaint.	Written warning	One-tenth service hour deducted from payment for each failure	One-quarter service hour deducted from payment for each failure
Failure to report to the Authority within 24 hours of the occurrence of any incident and/or accident.	Written warning	One-tenth service hour deducted from payment for each failure	One-quarter service hour deducted from payment for each failure
Failure to deliver timely and accurate APC records to the Authority.	Written warning	One-quarter service hour deducted from payment for each failure	One-half service hour deducted from payment for each failure
A trip cancellation or no show that is within the Contractor's control	One service hour deducted from payment for each failure	Three service hours deducted from payment for each failure	Five service hours deducted from payment for each failure
Failure to notify MBTA a malfunctioning farebox within 60 minutes of the occurrence.	Written warning	One-quarter service hour deducted from payment for each failure	One-half service hour deducted from payment for each failure

In addition to the stated financial penalties, in the event of repeated accessibility or service issues, MBTA, at its discretion, may require an operator be removed, and possibly barred from operating some or all future MBTA projects.

3. BIDDERS INSTRUCTIONS AND PROCUREMENT PROCESS

3.1 BIDDERS' CONFERENCE

A virtual pre-bid Bidders' conference will be held Thursday, November 9, 2023 at 1:00PM (EST). Interested Bidders are encouraged to attend the Pre-Bid Conference, and may join by clicking the link or copying the URL address and pasting in their web browser:

https://teams.microsoft.com/l/meetup-join/19%3ameeting_MjVmZWQ1OGUtOTQyYi00NjIxLWJmNGUtNjQ2NDI2OTFlNDRl%40thread.v2/0?context=%7b%22Tid%22%3a%227558e599-f006-481f-9717-b189e6730862%22%2c%22Oid%22%3a%22a661eeb4-c416-417c-9ad9-602a1ad0449f%22%7d

You may also dial in by phone: 1-929-352-1865 code: 439 198 021#

Each Bidder, by submittal of its Response, acknowledges the opportunity to attend the pre-bid Bidders' conference and waives any right to challenge this procurement based on its attendance at, or failure to attend this Bidders' conference.

Nothing stated at any Bidders' conference or included in a written record or summary of a Bidders conference will modify this RFP or any other part of the RFP unless it is incorporated in an addendum issued.

3.2 PROCUREMENT METHOD

This RFP is issued pursuant to the following laws and regulations: **Mass. Gen Laws, Ch. 161A; 801 CMR 21.00.**

Bidder shall be responsible for making itself fully aware of, complying with, and in its Response addressing the impact of and compliance with all applicable laws and regulations.

This RFP will be launched and managed via COMMBUYS. Instructions for log-in and use of COMMBUYS are described in http://www.mass.gov/anf/docs/osd/forms/instructions-for-vendors-responding-to-bids.docx
Bidders may also contact the COMMBUYS Helpdesk at COMMBUYS@state.ma.us or the COMMBUYS Helpline at 1-888-MA-STATE. The Helpline is staffed from 8:00 a.m. to 5:00 p.m. Monday through Friday (Eastern Time), except on federal, state, and Suffolk county holidays.

It is the responsibility of Bidders to maintain an active registration in COMMBUYS and to keep current the email address of the Bidder's Designated Representative and to monitor that email inbox for communications from the MBTA, including responses to Bidder questions. The MBTA and the Commonwealth assume no responsibility if a Bidder's designated email address is not current, or if technical problems, including those with Bidder's computer, network, or internet service provider ("ISP") cause email communications sent to or from Bidder and the MBTA to be lost or rejected by any means including email or spam filtering.

Bidder shall review and study all documents thoroughly and report any discrepancies, omissions, technical queries, or other clarifications via COMMBUYS.

Questions and clarification requests submitted by Bidder will, together with MBTA's responses, be made available to all Bidders via COMMBUYS.

3.2.1 MBTA DESIGNATED REPRESENTATIVE

Unless specifically stated otherwise in this RFP, Bidder must submit changes to Bidder's designated

representative and any other communications in writing to the MBTA's Designated Representative. The MBTA's Designated Representative is rweiner@mbta.com.

3.2.2 INDENTIFICATION OF BIDDER DESIGNATED REPRESENTATIVE

When submitting a Bid, the Bidder must identify to the MBTA's designated representative its own Designated Representative to act on behalf of the Bidder relating to this procurement.

3.3 RFP CALENDAR AND DELIVERY INSTRUCTIONS

Bidder is required to prepare and submit all required documents to MBTA electronically via COMMBUYS.

The MBTA anticipates carrying out the procurement process in accordance with the schedule noted in the table below. All times are local Boston, Massachusetts, USA, times unless otherwise indicated. The schedule is subject to modification at the sole discretion of the MBTA. Bidders will be notified of any change by an addendum to this RFP.

TABLE 2-1: RFP CALENDAR

Procurement Activity	Date	Time
RFP issued	11/2/2023	C.O.B.
Pre-Bid Conference	11/9/2023	1:00 p.m.
Deadline for submission of Proposer questions via COMMBUYS Bid Q&A	11/14/2023	4:00 p.m.
Official Answers for Bid Q&A published by MBTA on COMMBUYS	11/17/2023	4:00 p.m.
Response Due Date	12/19/2023	4:00 p.m.
In person presentations at MBTA (estimated) and/or MBTA visit to Bidder location(s)	Week of January 8th , 2024	
Contract Execution (estimated)	1/18/2024	
Project Start Date (estimated)	4/7/2024	

3.4 DISSEMINATION OF CONFIDENTIAL INFORMATION

Not Applicable.

3.5 EXAMINATION OF RFP

Each Bidder shall be solely responsible for examining, with appropriate care and diligence, the RFP and any addenda and material made available to Bidders by the MBTA, and for informing itself with respect to any and all conditions that may in any way affect the amount or nature of its Response, or the performance of the Contractor's obligations under the Contract with the MBTA. Failure of the Bidder to so examine and inform itself shall be at its sole risk, and the MBTA will provide no relief for any error or omission.

The submission of a Response shall be considered prima facie evidence that the Bidder has made the above-described examination and is satisfied as to the conditions to be encountered in performing the Work and as to the requirements of the Contract.

3.6 RULES OF CONTACT

Starting on the date the RFP is issued and ending on the earliest of (a) the award and execution of the Contract, (b) rejection of all Responses by the MBTA, or (c) cancellation of the procurement, the following rules of contact shall apply. These rules are designed to promote a fair and unbiased procurement process. Contact includes face-to-face, telephone, email, or formal written communication.

The specific rules of contact are as follows:

i. No Bidder, or any of its team members, may communicate with another Bidder or its team members with regard to this RFP or either team's Response, except that subcontractors that are shared between two or more Bidder teams may communicate with their respective team members so long as those Bidders establish a protocol to ensure that the subcontractor will not act as a conduit of information between the teams. This prohibition does not apply to public discussions regarding the RFP at any MBTA sponsored Bidders' conferences.

ii. No Bidder or representative thereof shall have any ex parte communications regarding the RFP, the Contract, or the procurement described herein with any member of the MBTA's Board of Directors, the Massachusetts Department of Transportation ("MassDOT") Board of Directors, or with any MassDOT or MBTA staff, advisors, contractors, or consultants involved with the procurement, except for communications expressly permitted by the RFP or except as approved in advance at the MBTA's Point of Contact's sole discretion. The foregoing restriction shall not, however, preclude or restrict communications with regard to matters unrelated to the RFP, Contract, or procurement or from participation in public meetings of the MBTA or MassDOT Boards of Directors or any public or Bidder workshop related to this RFP.

iii. Any communications determined by the MBTA, in its sole discretion, to be improper may result in disqualification.

iv. Any official information regarding this RFP will be disseminated from the MBTA's Designated Representative via COMMBUYS.

v. The MBTA will not be responsible for any oral exchange or any other information or exchange that occurs outside the official process specified herein

vi. The MBTA will not be bound by, and Bidders should not rely on, any oral communications regarding the RFP. Use of any information gathered or received from other agencies or entities shall be at the Bidder's own risk.

3.7 CLARIFICATIONS OF SPECIFICATIONS, QUESTIONS AND ANSWERS

Bidders shall review the RFP and any addenda issued by the MBTA prior to the Response Date and request written clarification or interpretation of any perceived discrepancy, deficiency, ambiguity, error, or omission contained therein, or of any provision which the Bidder fails to understand or to which the Bidder is suggesting a change. Failure of the Bidder to so examine and inform itself shall be at its sole risk, and no relief for error or omission will be provided by the MBTA. Bidders shall submit, and the MBTA will respond to, questions and requests for written clarification in accordance with this Section.

Questions and clarification requests shall be minimized or aggregated to the extent possible. All questions and clarification requests shall be made by Bidder through the "Bid Q&A" tab in COMMBUYS. Such comments and questions may be submitted at any time prior to the applicable date specified in Section 3.3 or such later date as may be specified in any addendum and shall: (i) identify the document; (ii) identify the relevant section number and page number) or, if it is a general question, indicate so; and (iii) not identify the Bidder in the body of the question or contain proprietary or confidential information. Questions submitted in any other format or method than that described above will not be considered.

Responses to requests for clarification or questions will be provided in writing and issued by the MBTA's Designated Representative via the MBTA Business Center. In addition, the MBTA reserves the right to,

in its sole discretion, not answer all questions submitted by Bidders.

It is the Bidder's responsibility to verify the MBTA's receipt of questions and clarification requests.

3.8 RFP ADDENDUM

The MBTA reserves the right to issue addenda to the RFP after initial publication.

It is each Bidder's responsibility to monitor COMMBUYS for any addenda and any Bid Q&A records related to this RFP. The MBTA and the Commonwealth accept no responsibility and will provide no accommodation to Bidders who submit their Response based on an out-of-date RFP or on information received from a source other than COMMBUYS.

3.9 MBTA STANDARD CONTRACT AND TERMS & CONDITIONS

The MBTA does not encourage attempts to negotiate the Section 8.0 Massachusetts Bay Transportation Authority Standard Contract Terms & Conditions. Many of these provisions are required by law; others are longstanding MBTA policy / practice. Accordingly, Bidders / proposers should only redline or object to provisions that they find absolutely unacceptable. Any rejection or modification of these provisions may disqualify a Bid / proposal as being non-responsive or non-compliant

3.10 CONFIDENTIALITY / PUBLIC INFORMATION ACT DISCLOSURE REQUESTS

3.10.1 Disclosure Waiver

Each Bidder, by submitting a Response to the MBTA in response to the RFP, consents to the disclosures described in this RFP, including this Section and all other disclosures required by law, and expressly waives any right to contest, impede, prevent, or delay such disclosure, or to initiate any proceeding that may have the effect of impeding, preventing, or delaying such disclosure, under Mass. Gen. Laws, Ch. 66 (the Massachusetts Public Records Law or "Public Records Law") or any other law relating to the confidentiality or disclosure of information. Under no circumstances will the MBTA be responsible or liable to a Bidder or any other party as a result of disclosing any such materials. Each Bidder hereby further agrees to assist the MBTA in complying with these disclosure requirements.

3.10.2 Public Disclosure of Response Documents

After execution of the Contract, or in the event that the procurement is cancelled by the MBTA, the MBTA shall have the right to publicly disclose any and all portions of all the Responses. The MBTA will not disclose material deemed confidential by the MBTA in accordance with Section 3.10.3, unless otherwise required by law.

3.10.3 Disclosure Process for Requests Under the Public Records Law

All written correspondence, exhibits, reports, printed material, photographs, tapes, electronic disks, and other graphic and visual aids submitted to the MBTA during this procurement process, including as part of the response to this RFP, become the property of the MBTA upon their receipt by the MBTA and will not be returned to the submitting parties. Except as provided in the Public Records Law, all materials submitted to the MBTA are subject to release as public records. Bidders shall familiarize themselves with the provisions of the Public Records Law. In no event shall the MBTA, or any of their agents, representatives, consultants, directors, officers, or employees, be liable to a Bidder or Bidder team member for the disclosure of all or a portion of a Response or related information submitted during this procurement.

If a Bidder has special concerns about information which it desires to make available to the MBTA but which it believes constitutes a trade secret, proprietary information, or other information excepted from disclosure, such responding Bidder shall specifically and conspicuously designate that information **by**

placing "TRADE SECRET - PROPRIETARY" in the header or footer of each such page affected and by identifying such trade secret, proprietary information in the Technical Proposal Cover Letter (*see* Enclosure 1). Nothing contained in this provision shall modify or amend requirements and obligations imposed on the MBTA by the Public Records Law or other applicable law. The provisions of the Public Records Law or other laws shall control in the event of a conflict between the procedures described above and the applicable law.

If the MBTA receives a request for public disclosure of all or any portion of a Response or its related information that is designated as "trade secret - proprietary," the MBTA will endeavor to use reasonable efforts to notify the applicable Bidder of the request. The Bidder can assert, in writing and at its sole expense, a claimed exception under the Public Records Law or other applicable law, within the time period specified in the notice issued by the MBTA and allowed under the Public Records Law. The Bidder can choose to defend any action seeking release of the records it believes to be confidential information. The Bidder shall indemnify, defend, and hold harmless the MBTA and its agents and employees from any judgments awarded against the MBTA and its agents and employees in favor of the party requesting the records, including any and all costs connected with that defense. This indemnification survives the MBTA's cancellation or termination of this procurement or award and subsequent execution of a Contract. In submitting a Response, the Bidder agrees that this indemnification survives as long as the trade secret, proprietary information is in the possession of the MBTA.

The MBTA shall not under any circumstance be responsible for securing a protective order or other relief enjoining the release of information marked "trade secret – proprietary" in any Response, nor shall the MBTA be in any way financially responsible for any costs associated with securing any such order or for any loss associated with the release of information marked "trade secret – proprietary" or otherwise.

3.11 BUSINESS CONDUCT

All Responses submitted by a Bidder to the MBTA shall be made without collusion with any other Bidder(s) submitting a Response to this RFP.

Bidder shall not directly or indirectly, in relation to this RFP, give, promise, attempt to give, or approve or authorize the giving of anything of value, including by transferring all or part of the remuneration payable under any Contract, to:

a) any person employed or representing the MBTA;
b) any other person, including any public official;
c) a political party or a labor union controlled by any governmental authority or political party; or
d) a charitable or other organization, or an officer, director, or employee thereof, or any person acting directly or indirectly on behalf of the same

for the purpose of (i) securing any improper advantage for either Bidder or the MBTA; (ii) inducing or influencing a public official improperly to take any action or refrain from taking any action in order for either Bidder or the MBTA to obtain or retain business, or to secure the direction of business to either Bidder or the MBTA, or (iii) inducing or influencing a public official to use his or her influence with any governmental authority or public international organization for any such purpose.

3.12 COLLUSION

By the submission of a Bid in response to the RFP, the Bidder represents and certifies that its Bid is made without collusion with any other Bidder submitting a Bid on the same commodity / service and is in all respects fair and without fraud.

3.13 PRICES

Each Bid must contain the unit price(s) / rate(s) or lump sum price, extended price(s), and the grand total of the Bid. Bidders shall submit their pricing using **Form D: Pricing Response (attached)**. The unit price / rate shall prevail in case of an error in price extension. Prices submitted shall be valid throughout the Acceptance Period.

3.14 ACCEPTANCE PERIOD

From and after the Response Due Date identified in Section 3.3 (as amended) the MBTA shall have one hundred and eighty (180) calendar days to award a Contract based on this RFP. Such 180-day period is the "Acceptance Period." The Bidder's Bid is irrevocable and shall remain open and available for acceptance by the MBTA during the entirety of the Acceptance Period. The MBTA reserves the right to extend the Acceptance Period with respect to any or all Bidders upon obtaining the applicable Bidder's written consent to such extension.

3.15 ELIGIBLE ENTITIES

Any contract resulting from this Bid will be available for use by all MassDOT divisions and departments.

3.16 PRE-CONTRACTUAL EXPENSES

The MBTA shall not be liable for any pre-contractual expenses incurred by the Bidder in connection with this RFP. The Bidder shall not include any such expenses as part of its proposal. Pre-contractual expenses include all expenses the Bidder incurs prior to the date the MBTA enters into a Contract with any Bidder (or prior to the MBTA's withdrawal or cancellation of the RFP, as the case may be), such as, but not limited to, expenses the Bidder incurs in preparing its Bid, submitting its Bid to the MBTA, negotiating with the MBTA any matter related to this RFP, and inspection, testing, shipping, and return shipping of proposed goods or samples.

3.17 TAX EXEMPTION

The MBTA is exempt from Federal Excise Tax, including Transportation Tax, and will furnish properly executed tax exemption certificates upon request. The MBTA is also exempt from Massachusetts State Sales Tax — Exemption Number E-042-323-989. Such taxes should not be included in Bid prices.

The Bidder alone shall be responsible for payment of all federal, state and local taxes of all types and kinds applicable to any Agreement it enters into with the MBTA and/or to the compensation it receives from the MBTA or any other party in connection with such Agreement.

3.18 INSURANCE

The insurance policies that the successful bidder shall carry are outlined in the **attached Minimum Insurance Requirements** document with this solicitation. The successful bidder shall submit proof of insurance for the requirements detailed at the time of submitting their bid. If in the case they are not available at the time of preparing their Bid, the successful bidder certifies that they will carry such insurance policies and all costs associated with the insurance requirements are included in its Bid pricing. The successful bidder shall provide proof of all required insurance within three business days of conditional notice of award.

4. SUBMISSION RESPONSE

4.1 Response Submissions

Responses shall be submitted via COMMBUYS.

Each Response shall include complete and accurate responses, which consist of the items listed in Enclosure 1 – Bid Cover Letter, page 41 of this RFP. Bidders are reminded that Form D: Price Response should be submitted as a separate document.

If a Bidder is a team, whether or not legally formed, the Bid Cover Letter shall be signed by all parties to the Bidder so that the Response is legally binding upon each member of the Bidder.

Any interlineations, erasures or overwriting in the Response will only be valid if they are initialed by the Authorized Signatories.

Bidders shall submit Responses including all forms and schedules and shall not remove pages from the provided forms. **The Technical Proposal and Price Proposal shall be completely separate documents. Bidder Financials shall be included in Technical Proposal only.**

Any Response which materially fails to meet the Response requirements of the RFP will be found non-responsive without further evaluation unless the evaluation team, at its discretion, determines that the non-compliance is insubstantial and can be corrected. In these cases, the evaluation team may allow the Bidder to make minor corrections to the Response.

4.2 Power of Attorney

Bidder shall enclose a power of attorney in its own form, duly signed by a legally authorized officer of the Bidder authorizing the Authorized Signatories to sign the Response and bind the Bidder to the Response.

4.3 Acceptance of Response

The Response constitutes a binding offer by the Bidder to enter into the Contract, and the MBTA shall have the right to accept or reject such offer and/or any conditions proposed in full or in part. If the Response is accepted, the Bidder shall conclude the Contract with the MBTA based on the RFP, any addenda, the Response and any agreed amendments or modifications thereto. Until the formal Contract is signed, Bidder has no authority to proceed with the Scope of Work or to incur any costs for which MBTA may be held liable. The MBTA shall have no obligations to Bidder until a formal contract has been entered into.

4.4 Incomplete Response

If Bidder does not fully comply with this RFP, or if the Response is incomplete or vague, the Response may not be considered, unless the MBTA in its absolute discretion decides otherwise.

5. MBTA POLICIES

5.1 Small, Minority, Women, and Other Disadvantaged Businesses

It is the policy of the Commonwealth and the MBTA to ensure non-discrimination in the Procurement of goods and services by continually modernizing systems and processes to include diversity criteria within state-funded RFPs greater than $250k. All awarded prime vendors that commit to partnerships with diverse subcontractors will be responsible for submitting a Supplier Diversity Affidavit detailing any spend with subcontractors monthly. Direct spend with subcontractors will be prioritized over indirect spend.

The MBTA is dedicated to promoting more equitable opportunities in state contracting, and to that end,

encourages full participation of the Commonwealth's Supplier Diversity Office's recognized certifications, which include small business, Minority Business Enterprises (MBEs), Women Business Enterprises (WBEs), Veterans Business Enterprises (VBEs), Service-Disabled Veteran Business Enterprises (SDVOBEs), Disability-Owned Business Enterprises (DOBEs), and Lesbian, Gay, Bisexual, and Transgender Business Enterprises (LGBTBEs) and Disadvantaged Business Enterprises (DBEs). The MBTA also acknowledges certifications by third-party certifying organizations including the Greater New England Minority Supplier Development Council (GNEMSDC), Center for Women & Enterprise (CWE) (New England - WBENC), City of Boston, VetBiz/U.S. Department of Veterans Affairs, NGLCC - National LGBT Chamber of Commerce, Disability: IN (formerly The US Business Leadership Network-USBLN). More on how to certify through the Supplier Diversity Office can be found here: https://www.mass.gov/certification-program-for-sdo.

6. SELECTION PROCESS AND EVALUATION

6.1 Response Opening and Confidentiality

Subject to applicable law, prior to Contract execution, the MBTA intends to treat all information received from each Bidder as confidential information to be used for the purpose of evaluating the Response.

6.2 Responsiveness Review and Basis of Award

The MBTA reserves the right, in its sole discretion, to determine if a Bid is responsive and the Bidder is responsible. In determining whether a Bidder has the ability to perform successfully under the terms and conditions of the proposed procurement, the MBTA will consider such matters as the Bidder's integrity, compliance with public policy (e.g., EEO record, attainment of DBE goal, debarment status, etc.), record of past performance, and financial and technical resources. Bidder is required to complete **Form A: Pre-Award Bidder Evaluation Data Form.**

Upon receipt, the Technical Responses will be reviewed for responsiveness to the RFP requirements. The Technical Responses will be reviewed for (i) deficiencies and minor informalities, irregularities, and apparent clerical mistakes which are unrelated to the substantive content of the Response; (ii) conformance to the RFP instructions regarding organization and format; and (iii) the responsiveness of the Bidder to the requirements set forth in this RFP. The MBTA may request Bidder clarification of any minor informalities, irregularities, and apparent clerical mistakes, after which the MBTA may evaluate the Response, at the MBTA's sole discretion.

Those Technical Responses not responsive to this RFP may at the MBTA's sole discretion be excluded from further consideration and the Bidder will be so advised.

After completion of the evaluation of the remaining Technical Responses, the remaining Price Responses will be reviewed for responsiveness to the RFP requirements. The Price Responses will be reviewed for (i) deficiencies and minor informalities, irregularities, and apparent clerical mistakes which are unrelated to the substantive content of the Response; (ii) conformance to the RFP instructions regarding organization and format; and (iii) the responsiveness of the Bidder to the requirements set forth in this RFP. The MBTA may request Bidder clarification of any minor informalities, irregularities, and apparent clerical mistakes after which the MBTA may evaluate the Response, at the MBTA's sole discretion.

Those Price Responses not responsive to this RFP may at the MBTA's sole discretion be excluded from further consideration and the Bidder will be so advised.

The MBTA may also exclude from consideration any Bidder whose Response contains a material misrepresentation.

6.3 Evaluation and Notification

The MBTA will evaluate each Response and seek clarifications as necessary through requests for clarification or in meetings to be arranged at MBTA discretion. The MBTA will evaluate Responses based on a combination of **Pass/Fail Criteria, Technical Evaluation Criteria, and Price Responses.** The process may, at the MBTA's sole discretion, include (i) requests for additional written information or clarification from any Bidder; (ii) requests for oral interviews; (iii) requests for best and final offers ("BAFOs"); and/or (iv) a negotiations phase.

6.4 Pass/Fail Evaluation

The Proposal will 1st be evaluated based on the Pass/Fail Evaluation Criteria identified below. Each Bidder must obtain a "pass" on all Pass/Fail Evaluation Criteria in order for its Response to be eligible for selection. The MBTA may request Bidder clarification on a Pass/Fail Evaluation Criteria, after which MBTA may re-evaluate the Response, at MBTA's sole discretion.

Criteria	Evaluation Methodology	Evaluation Basis
Legal	Pass/Fail	Form A response
Financial Stability	Pass/Fail	Form A response
Passenger Carrier Certification from the Department of Public Utilities (DPU)	Pass/Fail	Form A response

6.5 Technical Response and Evaluation

Each criterion will be evaluated considering all of the information included in the Technical Proposal related to the criterion, as well as other information gathered from references, presentations, and on-site visits.

In addition to the Technical Response and Evaluation Criteria below, responses will also be evaluated based on the Supplier Diversity Criteria which, will account for 25% of the overall technical scoring. **The MBTA seeks Proposals that incorporate participation by M/WBE's, minority individuals, and women in as many aspects of the services as possible.** MBTA's goal is to select a Contractor who uses creativity to incorporate participation in this contract and is committed to an exceptional and comprehensive program for achieving the diversity and inclusion goals of this RFP as further described.

The MBTA may at its own expense and upon reasonable notice, visit and inspect current operations of the Bidder and/or any proposed subcontractors, including the premises, facilities, equipment, personnel and other resources, and carry out related appraisals as part of the Response evaluation prior to entering into any Contract.

The Technical Evaluation Criteria are identified and detailed below.

Technical Response Evaluation Criteria
Experience and Qualifications
Equipment and Maintenance Programs
Operations, Accessibility and Customer Experience
Hiring and Personnel Management
Supplier Diversity (25% of overall Technical Response scoring)

The Technical Evaluation Criteria and the Supplier Diversity Criteria will be rated using a numerical rating approach. This will be based on the following scoring scale.

a) **Excellent (5 Points Awarded):** The Bidder has presented and supported an approach that is considered to significantly exceed stated criteria in a way that is beneficial to the MBTA. This rating indicates a consistently outstanding level of quality, with very little or no risk that this Bidder would fail to meet the requirements of the solicitation. There are no weaknesses.

b) **Good (4 Points Awarded):** The Bidder has presented and supported an approach that is considered to meet the stated criteria. This rating indicates a generally better than acceptable quality, with little risk that this Bidder would fail to meet the requirements of the solicitation. Weaknesses, if any, are very minor and not material to the Response. Correction of the weaknesses would not be necessary before the Response would be considered further.

c) **Satisfactory (3 Points Awarded):** The Bidder has presented and supported an approach that is considered to possibly meet the stated criteria. This rating indicates a level of risk to the MBTA. Weaknesses exist but may be corrected through requests for clarification.

d) **Fair (2 Point Awarded):** The Bidder has presented and supported an approach that fails to meet stated criteria and would pose a clear risk to the MBTA. The issues may be susceptible to correction through major and lengthy discussions. Such a response is considered marginal in terms of the basic content or amount of information provided for evaluation.

e) **Poor (1 Points Awarded):** The Bidder has presented and supported an approach that indicates significant weaknesses or unacceptable quality or fails to include evidence that it is capable of providing the services requested. The Response fails to meet the stated criteria or lacks essential information. There is no reasonable likelihood of success; weaknesses are so major or extensive that a major revision to the Response would be necessary.

Bidders must obtain a minimum average score of 3 from the Selection Committee on each Technical Evaluation Criterion and rank among the highest Technical Proposal Scores in order to progress to Price Proposal Evaluation.

6.6 Price Proposal Evaluation

Price will be evaluated in combination with The Technical Evaluation Criteria and the Supplier Diversity Criteria listed above. While the MBTA seeks to minimize costs, the selection of a winning Proposal will be made on a best-value basis.

6.7 Basis of Award: Best – Value Proposal

Bidder is advised that the MBTA shall not be bound to accept the lowest priced Response or the Response with the highest Technical Response Score. The selection will be made on a best-value basis, evaluating price along with other factors. For purposes of this procurement, all evaluation factors other than price, when combined, may be more important than the lowest price. Therefore, the MBTA may decline to select the lowest-priced, technically acceptable Proposal, if the MBTA determines that another, higher-priced Proposal demonstrates sufficient additional technical merit to justify the additional cost. Similarly, price will be an important factor in differentiating between Proposals of comparable technical merit.

In order to make a selection, the MBTA will determine whether the Responses are responsive and evaluate the Pass/Fail Evaluation Criteria, Technical Evaluation Criteria and the Supplier Diversity Criteria, and assign an overall Technical Proposal Score. After the determination of the Technical Proposal Score, the MBTA will evaluate the Price Responses of the remaining Bidders. If applicable, the MBTA will determine the best value by analyzing whether the perceived benefits of the higher priced Response merit the additional cost.

The MBTA will not select any Bidder that receives a rating of fail on any Pass/Fail Evaluation Criteria or less than an average of 3 on any Technical Evaluation Criteria. The MBTA will not select any Bidder that the MBTA determines has submitted a non-responsive Technical or Price Response or to have submitted any pricing information that is not reasonable. The MBTA reserves the right to accept or reject, at its sole discretion, any or all Responses in full or in part.

6.8 Successful Bidder

The successful Bidder will be posted in COMBUYS. All unsuccessful Bidders shall immediately return all confidential information to the MBTA.

6.9 MBTA Reserved

In connection with this RFP, the MBTA reserves to itself all rights (which rights shall be exercisable by the MBTA in its sole discretion) available to it under applicable laws, including without limitation, with or without cause and with or without notice, the right to:

a) Modify the RFP process in its sole discretion to address applicable law and/or the best interests of the MBTA.

b) Develop the work to be performed under the Contract in any manner that it, in its sole discretion, deems necessary. If the MBTA is unable to negotiate a Contract to its satisfaction with a Bidder, it may negotiate with the Bidder with the next highest ranked proposal, terminate this RFP and pursue other developments or solicitations relating to the work to be performed under the Contract, or exercise such other rights under the provisions of Massachusetts law as it deems appropriate.

c) Cancel this RFP in whole or in part at any time prior to the execution by the MBTA of a Contract, without incurring any cost, obligations, or liabilities.

d) Issue a new Request for Proposals after withdrawal of this RFP.

e) Not select any Bidder or cancel this procurement.

f) Reject any and all submittals and Responses received at any time.

g) Modify all dates set or projected in this RFP.

h) Terminate evaluations of Responses received at any time.

i) Exclude any potential Bidder from submitting any response to the RFP based on failure to comply with any requirements of those documents.

j) Suspend and terminate Contract negotiations at any time, elect not to commence Contract negotiations with any responding Bidder, and engage in negotiations with the Bidder with the next highest ranked proposal if negotiations are unsuccessful with the apparent successful Bidder.

k) Issue addenda, supplements, and modifications to this RFP.

l) Appoint an Evaluation Team to evaluate Responses, make recommendations to the MBTA FMCB and MassDOT Board of Directors, and seek the assistance of MBTA, MassDOT, and consultant technical experts in Response evaluations.

m) Require confirmation or clarification of information furnished by a Bidder, require revised or additional information from a Bidder concerning its Response, and require additional information to clarify the Response submitted in response to this RFP.

n) Conduct presentations with Bidders, identify a short-list of Bidders, and conduct on-site visits at Bidder facilities.

o) Declare a competitive range, conduct discussions, and request Response revisions and best and final offers.

p) Seek or obtain data from any source that has the potential to improve the understanding and evaluation of the responses to this RFP.

q) Add or delete Bidder responsibilities from the information contained in this RFP.

r) Waive deficiencies in a Response, accept and review a non-conforming Response, or permit clarifications, revisions, or supplements to a Response.

s) Negotiate with a Bidder without being bound by any provision in its Response or choose to award and/or execute the Contract without negotiations.

t) Disqualify any Bidder that changes its submittal without MBTA approval.

u) Disqualify any Bidder under this RFP for violating any rules or requirements of the procurement set forth in this RFP or in any other communication from MBTA.

v) Delay issuance of notice to proceed after execution of the Contract.

w) Conduct all or any portion of the Scope of Work itself.

x) Exercise any other right reserved or afforded to the MBTA under this RFP.

This RFP does not commit the MBTA to enter into a Contract or proceed with the procurement described herein. The MBTA assumes no obligations, responsibilities, and liabilities, fiscal or otherwise, to reimburse all or part of the costs incurred or alleged to have been incurred by parties considering a response to and/or responding to this RFP. All of such costs shall be borne solely by each Bidder.

In no event shall the MBTA be bound by, or liable for, any obligations with respect to the work to be performed under the Contract until such time (if at all) as the Contract, in form and substance satisfactory to the MBTA, has been executed and authorized by the MBTA and, then, only to the extent set forth therein.

In submitting a Response to the RFP, each Bidder is specifically acknowledging these disclaimers.

6.10 Appeal / Protest Procedures

Bid appeals / protests relative to this procurement will be reviewed and adjudicated in accordance with the MBTA's Appeals / Protest Procedure - Goods & Services. A copy of this procedure is available by contacting the Buyer assigned to this procurement and available online at www.mbta.com.

7. CONTRACT STRUCTURE

The contract ("Contract") between the MBTA and the winning Bidder shall be formed by the following sections ("Sections") of RFP #211-23 in order of precedence.

A. Any change orders or amendments, the most recent having precedence
B. Memorandum of Contract
C. Standard Contract and Terms & Conditions
D. Scope of Work
E. Insurance Requirements
F. Contractor Proposal
G. Contractor Fee for Service; Pricing & Invoicing

Enclosure 1 – Bid Cover Letter

Massachusetts Bay Transportation Authority
Attention: Procurement and Logistics Department
10 Park Plaza, Suite 2810
Boston, MA 02116

Instructions: Bidders shall complete & submit this Bid Cover Letter and check the boxes to indicate the bid documents that constitute their bid.

RFP #:	211-23
COMMBUYS Bid #:	
Project Name:	MBTA PRIVATE FIXED ROUTE BUS SERVICES (CANTON AND HULL)
Bidder (Company Name):	

The undersigned Bidder having carefully examined and understood the documents included in the Request for Proposals ("RFP"), hereby offers to MBTA the "*Bid"* as contained in the following responses enclosed with this letter:

Forms	Check to Indicate Submitted Bid Documents
Power of Attorney (as described in Section 4.2)	☐
Form A: Pre-Award Bidder Evaluation Form	☐
Form B: Technical Response	☐
Form C: Small Business Attestation Program	☐
Form D: Pricing Response **(as a separate document)**	☐
Signed Section 8.1 Massachusetts Bay Transportation Authority Standard Terms and Conditions Note: Section 8 Massachusetts Bay Transportation Authority Standard Contract is NOT to be submitted; it is not completed until award	☐
Attachment A: Vehicle Checklist for Buses and Vans – Accessibility Standards	☐
Proof of Insurance	☐
Bidder Financials	☐
Proof of Passenger Carrier Certification from the Department of Public Utilities (DPU).	☐

We confirm that our Bid is in exact accordance with the solicitation with no exceptions to, or comments upon, the solicitation documents. We confirm that the submission of our Bid with the signature below makes all certifications as outlined in the solicitation documents. This Bid shall constitute a binding offer open for acceptance by the MBTA.

We confirm that this Bid has been prepared and is compliant with the solicitation instructions and agree to conduct ourselves in accordance with the solicitation. We confirm receipt of all addenda related to this solicitation. We confirm the 120 days Acceptance Period of this Proposal.

The undersigned are authorized to sign on behalf of and to bind _____ (include Bidder's name) to the provisions of this Bid.

Bidder (company name): _____

Authorized Representative Name: _____

Authorized Representative's Signature: _____

Title: _____

Date: _____

Form A: Pre-Award Bidder Evaluation Data Form

Pre-Award Bidder Evaluation Data			
Name of Firm:			
Federal Identification Number:			
Legal Address:			
Contact Name:			
Telephone Number:			
Email:			
Please select one: ☐ Individual ☐ Partnership ☐ Corporation ☐ Joint Venture			
Date Organized:		**State Incorporated:**	
Names of Officers or Partners:			
Please provide details of any litigation, suits, or court action taken or pending against Bidder below:			

Please provide the following information that demonstrates that the Bidder together with its selected Affiliates and or Subcontractors has the required capabilities to successfully execute the Work. Please submit as attachments the following requested documents:	**Check Attachment**
Submit documentation that provides evidence of financial stability. Bidders may submit audited financial statements if available, or other documents that demonstrate financial viability. If available, most recent prior 3 financial years are preferred.	☐
Attach, if applicable, a list of all principal subcontractors and the percentage and nature and value of work each will perform on this project. Principal items of work shall include, but not be limited to, those listed in the solicitation.	☐
Please provide proof of Passenger Carrier Certification from the Department of Public Utilities (DPU).	☐

Please provide answers to the following questions:	Check Answer
Do you have any outstanding indebtedness or unsecured loans or debts or trading losses not reported within the financial reports?	**Yes** ☐ **No** ☐
Do you have any contracts over the last two years that were assessed liquidated damages or termination for non-performance?	**Yes** ☐ **No** ☐

If the Bidder or subcontractor is a joint venture, submit this Pre-Award Bidder Evaluation Data form for each member of the joint venture.

Form B: Technical Response

The requirements set forth here describe the minimum technical information to be submitted by the Bidder to the MBTA as part of the Response. The Bid shall enable the MBTA to assess and evaluate the technical components of the Bid. Wherever possible, deliverables below should be representative of work similar in context to the Scope of Work.

The Technical Response shall have the following general requirements:

- PDF format
- Documents provided should be free from hyperlinks and external references that would direct the reader to any information beyond the submitted Technical Response
- Bidder's Technical Response shall include complete and accurate responses to this RFP and shall consist of the following sections, with the associated page limits. The MBTA may choose to ignore materials submitted beyond the page limits specified below:

Section		Page Limit
B1	Experience and Qualifications	5
B2	Equipment and Maintenance Programs	5
B3	Operations, Accessibility, and Customer Experience	5
B4	Hiring and Personnel Management	5
B5	Supplier Diversity	5

Responses that exceed the above page limits may not be reviewed.

B1 –Experience and Qualifications

Bidder shall clearly outline their experience and past performance that supports their ability deliver the Scope of Work, and should be sure to provide details on the components listed below:

1. Relevant Business Experience

   Bidders shall briefly summarize their firm's business and core competencies, including business lines and services provided. Bidders should describe relevant experience operating similar shuttle services, ideally of multiple buses and within the past three (3) years. Please provide three (3) to five (5) examples including customer name, project description, and number of resources involved.

2. Distinguishing Qualifications

   How do you feel your company differs from other companies providing a similar service? And what sets your company apart that will benefit the MBTA?

3. ADA-related Experience

   Describe your experience with ADA-related transportation services.

4. References

   Bidders must provide three references and contact information for each of the contracts listed above, as well as for any contracts Bidder has with the Commonwealth of Massachusetts.

   Bidders must include the name, title, organization, phone number and e-mail address of the reference.

B2 – Equipment and Maintenance Plan

Bidder shall clearly describe the Equipment and Maintenance Plan that will support the Scope of Work as detailed below:

1. Equipment:

   Describe the vehicles to be used both for the route(s) and back-ups including make, model, year of manufacture, ownership or lease arrangements, passenger capacity (seated/standing), vehicle number, DPU registration number, ramp configuration, and number and location of wheelchair positions.

   Describe the communications equipment and systems to be used in performance of the contract.

   Describe the GPS tracking equipment to be used in performance of this contract.

   Describe the signage and information display equipment and capabilities to be used.

   If your equipment has CCTV capabilities, please describe them.

2. Maintenance Operations:

   Describe your maintenance operation, including the physical location, staffing, and capabilities.

   Describe your maintenance team structure. Include a brief biography of the key maintenance manager(s).

   Describe the actions taken to ensure that accessibility-related components are operational.

   Describe how you clean vehicle interiors and exteriors.

   Describe how you address situations when a bus becomes disabled. Include any processes and procedures.

   Describe your experience in maintaining and securing farebox equipment.

B3 – Operations, Accessibility, and Customer Experience

Bidder shall clearly describe its approach to Operations, Accessibility, and Customer Experience.

1. Operations:

   List all safety programs and provide a brief description of each.

   Describe your management structure. Include a brief biography of the key manager(s).

   Where will vehicles be housed?

   Describe any minimum shift length requirements.

   Describe any relevant digital tools you utilize in operating the service, including dispatching and scheduling.

   Describe your uniform policy for drivers and other staff.

   Detail the approach used for daily circle checks, including items checked and record-keeping.

   Indicate if you will be partnering with subcontractors and, if so, outline the expected roles and responsibilities of any subcontractors. Indicate any policies or procedures for maintaining service standards and quality, when partnering with subcontractors.

2. Accessibility:

Describe the customer service training programs you have in place for ADA compliance, and wheelchair ramp operations.

Detail the approach used to ensure all operators make proper stop announcements.

3. Customer Service

   Describe the training programs you have in place for customer service.

B4 – Hiring and Personnel Management

Bidder shall clearly describe its approach to Hiring and Personnel Management.

1. Hiring

   Detail the approach used for maintaining staffing levels to minimize trip cancellations and having a healthy spare operator ratio.

   Describe how your company hires and retains drivers.

   Describe the steps your company takes to evaluate driver applicants including:

   - Appropriate Licensing
   - Acceptable driving records (and your minimum standards)
   - CORI checks
   - Drug testing
   - Medical suitability
   - Communication skills
   - Any other relevant criteria

2. Personnel Management

   Detail the steps your company takes to ensure that employees remain appropriately licensed, capable, and safe including:

   - Credential monitoring
   - Random testing
   - On-going training

   Explain how your company complies with 49 U.S.C. § 5331, and FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR Part 655. Include an outline of all key program elements including:

   - Program name
   - Policy statement on drug use and alcohol in the workplace
   - Education programs
   - Testing programs
   - Evaluation programs for violations
   - Administrative procedures including random selection and testing, record-keeping, information release, and certification of compliance

   Outline your training programs for new and existing employees.

B5 – Supplier Diversity

Bidder shall outline its approach to Supplier Diversity including, at a minimum, the following:

1. Provide a specific financial commitment on this contract to be spent with certified Supplier Diversity Program vendors on a Massachusetts fiscal year (July 1-June 30) basis.
2. What business opportunities have you established with diverse vendors? What partnerships could you leverage with diverse vendors specific to this procurement?
3. Submit your company's Supplier Diversity program and/or provide any information on additional diversity efforts not mentioned above (ex. diverse hiring practices, diverse community outreach)

Form C: Small Business Program Attestation Form

To qualify under the MBTA's Small Business Program, the following criteria apply:

- Principal place of business in Massachusetts
- Business operating for at least one year
- Currently employs a combined total of 50 or fewer full-time equivalents in all locations
- Gross annual revenues of $15 million or less based on a 3-year average

Please select one:

☐ YES, the above criteria apply ☐ NO, the above criteria do not apply

If YES, please complete the fields below. If NO, complete 'Name of Firm' field below only.
Return the form with the bid submission.

Name of Firm:	
Federal Identification Number:	
Legal Address:	
Contact Name:	
Telephone Number:	
Email:	
Please select one: ☐ Individual ☐ Partnership ☐ Corporation ☐ Joint Venture	
Total Number of Full-Time Employees:	
Date Organized:	
State Incorporated:	
Please provide supporting documentation regarding gross annual revenues of $15 million or less based on a 3-year average (attachments acceptable):	

Form D: Price Response – Excel attachment

Remainer of this page intentionally blank.

7.2 MBTA Standard Contract Instructions (Section 8.0)

Bidders shall review but **Do Not** sign Section 8 Massachusetts Bay Transportation Authority Standard Contract upon submission of their bid. **When the MBTA plans to award contract, the MBTA designated Point of Contact will fill out Section 8.0 Massachusetts Bay Transportation Authority Standard Contract and send it to the successful bidder for signature.**

MBTA Standard Terms & Conditions Instructions (Section 8.1)

Each bidder must review, sign and submit Section 8.1 Massachusetts Bay Transportation Authority Standard Terms and Conditions and submit the signed Section 8.1 with their bid for the bid to be responsive and complete.

The MBTA does not encourage attempts to negotiate the Section 8.1 Massachusetts Bay Transportation Authority Standard Contract Terms & Conditions. Many of these provisions are required by law; others are longstanding MBTA policy / practice. Accordingly, Bidders / proposers should only redline or object to provisions that they find absolutely unacceptable. Any rejection or modification of these provisions may disqualify a Bid / proposal as being non-responsive or non-compliant.

Remainder of this page intentionally blank.

8. Massachusetts Bay Transportation Authority Standard Contract

CONTRACTOR LEGAL NAME: (and d/b/a):	**Massachusetts Bay Transportation Authority (MBTA)**
Legal Address: (W-9, W-4,T&C):	**10 Park Plaza Boston, MA 02116**
Contract Administrator/Manager:	**Billing Address : invoices@mbta.com**
E-Mail:	**Contract Administrator/Manager:**
Phone: **Fax:**	**Email:**
	Phone:
	RFR/RFP/IFB/Procurement or Other ID Number: MBTA PRIVATE FIXED ROUTE BUS SERVICES (CANTON AND HULL)

NEW CONTRACT

PROCUREMENT OR EXCEPTION TYPE: (Check one option only)

- ☐ **Statewide Contract** (OSD or an OSD-designated Department)
- ☐ **Collective Purchase** (Attach OSD approval, scope, budget)
- ☒ **MBTA Procurement** Attach RFR/RFP/IFB and Response or other procurement supporting documentation)
- ☐ **Emergency Contract** (Attach justification for emergency, scope, budget)
- ☐ **Contract Employee** (Attach Employment Status Form, scope, budget)
- ☐ **Legislative/Legal or Other**: (Attach authorizing language/justification, scope and budget)

CONTRACT AMENDMENT

Enter **Current Contract End Date *Prior*** to Amendment: _____, **20**__

_____.

Enter **Amendment Amount**: $___. (or "no change")

AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.)

- ☐ **Amendment to Scope or Budget** (Attach updated scope and budget)
- ☐ **Interim Contract** (Attach justification for Interim Contract and updated scope/budget)
- ☐ **Contract Employee** (Attach any updates to scope or budget)
- ☐ **Legislative/Legal or Other:** (Attach authorizing language/justification

The MBTA Terms and Conditions (T&C) have been executed, and is incorporated by reference into this Contract.

COMPENSATION: (Check ONE option): The MBTA certifies that payments for authorized performance accepted in accordance with the terms of this Contract

☐ **Rate Contract** (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)

☐ **Maximum Obligation Contract** Enter Total Maximum Obligation for total duration of this Contract (or ***new*** Total if Contract is being amended). $

PROMPT PAYMENT DISCOUNTS (PPD): MBTA payments are issued through EFT 45 days from invoice receipt. Contractors requesting **accelerated** payments must identify a PPD as follows: Payment issued within 10 days __% PPD; Payment issued within 15 days __% PPD; Payment issued within 20 days __% PPD; Payment issued within 30 days __% PPD. If PPD percentages are left blank, identify reason: agree to standard 45 day cycle only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.)

ANTICIPATED START DATE: (Complete ONE option only) MBTA and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:

- ☒ 1. May be incurred as of the Effective Date (latest signature date below) and **no** obligations have been incurred **prior** to the Effective Date.
- ☐ 2. May be incurred as of __, **20**__, a date **LATER** than the Effective Date below and **no** obligations have been incurred **prior** to the Effective Date.
- ☐ 3. were incurred as of __, **20**__, a date **PRIOR** to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the MBTA from further claims related to these obligations.

CONTRACT END DATE: Contract performance shall terminate as of __, **20**__, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.

CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the **"Effective Date"** of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the MBTA, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached Contractor Certifications (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable MBTA Terms and Conditions, this Standard Contract Form including the Instructions and Contractor Certifications, the Request for Response (RFR), Request for Proposal (RFP), Invitation for Bid (IFB) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR/RFP/IFB and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR/RFP/IFB or Response terms result in best value, lower costs, or a more cost effective Contract.

AUTHORIZING SIGNATURE FOR THE CONTRACTOR:

X: _____. Date: _____.
(Signature and Date Must Be Handwritten At Time of Signature or utilize an MBTA approved electronic signature)
Print Name: _____.
Print Title: _____.

AUTHORIZING SIGNATURE FOR THE MBTA:

X: _____. Date_____.
(Signature and Date Must Be Handwritten At Time of Signature or utilize an MBTA approved electronic signature)
Print Name: _____.
Print Title: _____.

8.1 Standard Terms and Conditions

Upon execution by the Contractor, these Terms and Conditions will be incorporated by reference into any Contract executed by the Contractor and the Massachusetts Bay Transportation Authority (MBTA), in the absence of a superseding law or regulation requiring a different Contract form. Performance shall include services rendered, obligations due, costs incurred, commodities and deliverables provided and accepted by the MBTA, programs provided or other commitments authorized under a Contract. A deliverable shall include any tangible product to be delivered as an element of performance under a Contract**.** The MBTA is entitled to ownership and possession of all deliverables purchased or developed with MBTA funds.

8.1.1 Contract Effective Start Date

Notwithstanding verbal or other representations by the parties, or an earlier start date indicated in a Contract, the effective start date of performance under a Contract shall be the date a Contract has been executed by an authorized signatory of the Contractor, the MBTA, a later date specified in the Contract or the date of any approvals required by law or regulation, whichever is later.

8.1.2 Payments and Compensation

The Contractor shall only be compensated for performance delivered and accepted by the MBTA in accordance with the specific Terms and Conditions of a Contract. Overpayments shall be reimbursed by the Contractor or may be offset by the MBTA from future payments in accordance with state finance law. Acceptance by the Contractor of any payment or partial payment, without any written objection by the Contractor, shall in each instance operate as a release and discharge of the MBTA from all claims, liabilities or other obligations relating to the performance of a Contract.

8.1.3 Contractor Payment Mechanism

All Contractors will be paid using the MBTA invoicing system and Contractor will submit its invoice with all supporting documentation as prescribed in a Contract. The MBTA shall review and return rejected invoices within fifteen (15) days of receipt with a written explanation for rejection, provided that payment periods listed in a Contract of less than forty-five (45) days from the date of receipt of an invoice shall be effective only to enable the MBTA to take advantage of early payment incentives and shall not subject any payment made within the forty-five (45) day period to a penalty.

8.1.4 Contract Termination or Suspension

A Contract shall terminate on the date specified in a Contract, unless this date is properly amended in accordance with all applicable laws and regulations prior to this date, or unless terminated or suspended under this Section upon prior written notice to the Contractor. The MBTA may terminate a Contract without cause and without penalty, or may terminate or suspend a Contract if the Contractor breaches any material term or condition or fails to perform or fulfill any material obligation required by a Contract, or in the event of an elimination of an appropriation or availability of sufficient funds for the purposes of a Contract, or in the event of an unforeseen public emergency mandating immediate MBTA action. Upon immediate notification to the other party, neither the MBTA nor the Contractor shall be deemed to be in breach for failure or delay in performance due to Acts of God or other causes factually beyond their control and without their fault or negligence. Subcontractor failure to perform or price increases due to market fluctuations or product availability will not be deemed factually beyond the Contractor’s control.

8.1.5 Written Notice

Any notice shall be deemed delivered and received when submitted in writing in person or when delivered by any other appropriate method evidencing actual receipt by the MBTA or the Contractor. Any written notice of termination or suspension delivered to the Contractor shall state the effective date and period of the notice, the reasons for the termination or suspension, if applicable, any alleged breach or failure to perform, a reasonable period to cure any alleged breach or failure to perform, if applicable, and any instructions or restrictions concerning allowable activities, costs or expenditures by the Contractor during the notice period.

8.1.6 Record-keeping and Retention, Inspection of Records

The Contractor shall maintain records, books, files and other data as specified in a Contract and in such detail as shall properly substantiate claims for payment under a Contract, for a minimum retention period of seven (7) years beginning on the first day after the final payment under a Contract, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving a Contract. The MBTA shall have access, as well as any parties identified under Executive Order 195, during the Contractor's regular business hours and upon reasonable prior notice, to such records, including on-site reviews and reproduction of such records at a reasonable expense.

8.1.7 Assignment

The Contractor may not assign or delegate, in whole or in part, or otherwise transfer any liability, responsibility, obligation, duty or interest under a Contract without the written approval of the MBTA, with the exception that the Contractor shall be authorized to assign present and prospective claims for money due to the Contractor pursuant to a Contract in accordance with M.G.L. C. 106, §9-318. The Contractor must provide sufficient notice of assignment and supporting documentation to enable the MBTA to verify and implement the assignment. Payments to third party assignees will be processed as if such payments were being made directly to the Contractor and these payments will be subject to intercept, offset, counter-claims or any other MBTA rights which are available to the MBTA against the Contractor. The sale of fifty percent (50%) or more of the equity ownership of a Contractor shall be considered an assignment requiring the prior written approval of the MBTA. Impermissible assignments shall be null and void.

8.1.8 Subcontracting By Contractor

Any subcontract entered into by the Contractor for the purposes of fulfilling the obligations under a Contract must be in writing, authorized in advance by the MBTA and shall be consistent with and subject to the provisions of these MBTA Terms and Conditions and a Contract. Subcontracts will not relieve or discharge the Contractor from any duty, obligation, responsibility or liability arising under a Contract. The MBTA is entitled to copies of all subcontracts and shall not be bound by any provisions contained in a subcontract to which it is not a party. Subcontracts shall note that the MBTA is not a party to the subcontract. Failure to promptly pay a Sub-Contractor for work performed where the Contractor has been paid by the MBTA shall constitute a material breach of the Contract between MBTA and Contractor.

8.1.9 Affirmative Action, Non-Discrimination in Hiring and Employment

The Contractor shall comply with all federal and state laws, rules and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation or for exercising any rights afforded by law. The Contractor commits to purchasing supplies and services from certified minority or women-owned businesses, small businesses or businesses owned by socially or economically disadvantaged persons or persons with disabilities.

8.1.10 Indemnification

The Contractor shall release, defend (at the MBA's option), indemnify and hold harmless the MBTA, its agents, officers and employees (collectively the "indemnified parties") against any and all claims, demands, liabilities, judgments, penalties, costs, expenses (including attorneys' fees and experts' fees), and damages ("Claims") based on or arising out of any actual or alleged loss or injury (including death) to persons or damage to real or tangible property, or patent or copyright infringement, that are caused or alleged to be caused, in whole or in part, by, or arising out of the acts or omissions of the Contractor, its agents, servants, employees or subcontractors. The MBTA agrees to notify the Contractor in writing within a reasonable period of time of the assertion of any Claim for which the Contractor has agreed to indemnify the MBTA pursuant to this section. The MBTA shall not be liable for any costs incurred by the Contractor arising under this section. If the MBTA incurs any cost or fees for attorneys or experts, or any other costs or expense, to enforce its right to indemnification or defense under this section, the Contractor shall fully reimburse the MBTA for such costs, fees and expense.

8.1.11 Waivers

Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor shall it in any way limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach.

8.1.12 Risk of Loss

The Contractor shall bear the risk of loss for any Contractor materials used for a Contract and for all deliverables, MBTA personal or other data which is in the possession of the Contractor or used by the Contractor in the performance of a Contract until possession, ownership and full legal title to the deliverables are transferred to and accepted by the MBTA.

8.1.13 Forum, Choice of Law and Mediation

Any actions arising out of a Contract shall be governed by the laws of Massachusetts, and shall be brought and maintained in a State or federal court in Massachusetts which shall have exclusive jurisdiction thereof. The MBTA and the Contractor may agree to voluntary mediation through the Massachusetts Office of Dispute Resolution (MODR) of any Contract dispute and will share the costs of such mediation. No legal or equitable rights of the parties shall be limited by this Section.

8.1.14 Interpretation, Severability, Conflicts with Law, Integration

Any amendment or attachment to any Contract which contains conflicting language or has the effect of a deleting, replacing or modifying any printed language of these MBTA Terms and Conditions, shall be interpreted as superseded by the official printed language. If any provision of a Contract is found to be superseded by state or federal law or regulation, in whole or in part, then both parties shall be relieved of all obligations under that provision only to the extent necessary to comply with the superseding law, provided however, that the remaining provisions of the Contract, or portions thereof, shall be enforced to the fullest extent permitted by law. All amendments must be executed by the parties in accordance with Section 8.1.1 of these MBTA Terms and Conditions (*Section 8.1*). The printed language of the Standard Contract Form (*Section 8.0)*, which incorporates by reference these MBTA Terms and Conditions, shall supersede any conflicting verbal or written agreements relating to the performance of a Contract, or attached thereto, including contract forms, purchase orders or invoices of the Contractor. The order of priority of documents to interpret a Contract shall be as follows: any applicable federal provisions, any supplemental provisions, any negotiated terms and conditions allowable pursuant to law or regulation; the printed language of the MBTA Terms and Conditions; the Standard Contract; the MBTA's Request for Response/Proposal/Bid (RFR/RFP/IFB) solicitation document; and the Contractor's Response to the RFR/RFP/IFB solicitation, excluding any language stricken by the MBTA as unacceptable.

8.1.15 Insurance to be Carried by the Contractor

The successful Contractor shall submit proof of insurance for the requirements detailed in the attached **MBTA Minimum Insurance Requirements** enclosure with this solicitation. The attachment will be included with the solicitation posting in COMMBUYS. If in the case they are not available at the time of preparing their Bid, the successful Contractor certifies that they will carry such insurance policies and all costs resulting from this are included in their pricing. The successful Contractor shall provide proof of insurance within three business days of conditional notice of award.

8.1.16 Contractor Certifications and Legal References

The Contractor makes all certifications required under this Contract under the pains and penalties of perjury, and agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein.

8.1.16.1 MBTA and Contractor Ownership Rights

The Contractor certifies and agrees that the MBTA is entitled to ownership and possession of all "deliverables" purchased or developed with Contract funds.

8.1.16.2 Qualifications

The Contractor certifies it is qualified and shall at all times remain qualified to perform this Contract; that performance shall be timely and meet or exceed industry standards for the performance required, including obtaining requisite licenses, registrations, permits, resources for performance, and sufficient professional, liability; and other appropriate insurance to cover the performance. If the Contractor is a business, the Contractor certifies that it is listed under the Secretary of State's website as licensed to do business in Massachusetts, as required by law.

8.1.16.3 Business Ethics and Fraud, Waste and Abuse Prevention

The Contractor certifies that performance under this Contract, in addition to meeting the terms of the Contract, will be made using ethical business standards and good stewardship of taxpayer and other public funding and resources to prevent fraud, waste and abuse.

8.1.16.4 Collusion

The Contractor certifies that this Contract has been offered in good faith and without collusion, fraud or unfair trade practices with any other person, that any actions to avoid or frustrate fair and open competition are prohibited by law, and shall be grounds for rejection or disqualification of a Response or termination of this Contract.

8.1.16.5 Public Records and Access

The Contractor shall provide full access to records related to performance and compliance to the MBTA pursuant to G.L. c. 11, s.12 for seven (7) years beginning on the first day after the final payment under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor cannot claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under

the Massachusetts Public Records Law.

8.1.16.6 Debarment

The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation.

8.1.16.7 Applicable Laws

The Contractor shall comply with all applicable state laws and regulations including but not limited to the applicable Massachusetts General Laws; Code of Massachusetts Regulations 801 CMR 21.00 (Procurement of Commodity and Service Procurements);M G.L. c. 66A; and the Massachusetts Constitution Article XVIII if applicable.

8.1.16.8 Tax Law Compliance

The Contractor certifies under the pains and penalties of perjury tax compliance with Federal tax laws; state tax laws including but not limited to G.L. c. 62C, G.L. c. 62C, s. 49A; compliance with all state tax laws, reporting of employees and contractors, withholding and remitting of tax withholdings and child support and is in good standing with respect to all state taxes and returns due; reporting of employees and contractors under G.L. c. 62E, withholding and remitting child support including G.L. c. 119A, s. 12; TIR 05-11; New Independent Contractor Provisions and applicable TIRs.

8.1.16.9 Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts

The Contractor certifies it has not been in bankruptcy and/or receivership within the last three calendar years, and the Contractor certifies that it will immediately notify the Department in writing **at least 45 days prior** to filing for bankruptcy and/or receivership, any potential structural change in its organization, or if there is **any risk** to the solvency of the Contractor that may impact the Contractor's ability to timely fulfill the terms of this Contract or Amendment. The Contractor certifies that at any time during the period of the Contract the Contractor is required to affirmatively disclose in writing to the Department Contract Manager the details of any judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors, including any potential conflicts of interest of which the Contractor has knowledge, or learns of during the Contract term. Law firms or Attorneys providing legal services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules.

8.1.16.10 Federal Anti-Lobbying and Other Federal Requirements

If receiving federal funds, the Contractor certifies compliance with federal anti-lobbying requirements including 31 USC 1352; other federal requirements; Executive Order 11246; Air Pollution Act; Federal Water Pollution Control Act and Federal Employment Laws.

8.1.16.11 Protection of Commonwealth Data, Personal Data and Information

The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth/MBTA data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information under M.G.L. c. 93H and c. 66A and other applicable state and federal privacy requirements. The Contractor shall comply with M.G.L. c. 93I for the proper disposal of all paper and electronic media, backups or systems containing personal data and information. The Contractor shall also ensure that any personal data or information transmitted electronically or through a portable device is properly encrypted using (at a minimum) the Commonwealth's "Cryptographic Management Standard" set forth in the Enterprise Information Security Policies and Standards published by the Executive Office for Technology, Services and Security (TSS), or a comparable Standard prescribed by the

MBTA. Contractors with access to credit card or banking information of Commonwealth/MBTA customers certify that the Contractor is PCI compliant in accordance with the Payment Card Industry Council Standards, and shall provide confirmation compliance during the Contract. The Contractor shall immediately notify the MBTA in the event of any security breach including the unauthorized access, disbursement, use or disposal of personal data or information, and in the event of a security breach, the Contractor shall cooperate fully with the MBTA and provide access to any information necessary for the MBTA to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including but not limited to G.L. c. 214, s. 3B.

For all Contracts involving the Contractor's access to personal information, as defined in G.L. c. 93H, and personal data, as defined in G.L. c. 66A, or access to MBTA or Commonwealth systems containing such information or data, Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read M.G.L. c. 93H and c. 66A and agrees to protect any and all personal information and personal data; and (2) has reviewed all of the Enterprise Information Security Policies and Standards published by the Executive Office for Technology Services and Security (TSS), or stricter standards prescribed by the MBTA. Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all public authorities, executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with any pertinent security guidelines, standards, and policies; (2) comply with all Enterprise Information Security Policies and Standards published by the Executive Office for Security Services and Technology (TSS), or a comparable set of policies and standards ("Information Security Policy") as prescribed by the MBTA; (3) communicate and enforce such security guidelines, standards, policies and the applicable Information Security Policy among all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information and data to which the Contractor is given access by the MBTA from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information or personal data (collectively referred to as the "unauthorized use"): (a) immediately notify the MBTA if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the MBTA to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the MBTA and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth and MBTA may exercise any and all contractual rights and remedies, including without limitation indemnification under Section 8.1.10 of MBTA's Terms and Conditions, withholding of payments, Contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to G.L. c. 93H and under G.L. c. 214, § 3B for violations under M.G.L c. 66A.

8.1.16.12 Corporate and Business Filings and Reports

The Contractor certifies compliance with any certification, filing, reporting and service of process requirements of the Secretary of and other Departments as related to its conduct of business in the Commonwealth; and with its incorporating state (or foreign entity).

8.1.16.13 Employer Requirements

Contractors that are employers certify compliance with applicable state and federal employment laws or regulations, including but not limited to G.L. c. 5, s. 1 (Prevailing Wages for Printing and Distribution of Public Documents); G.L. c. 7, s. 22 (Prevailing Wages for Contracts for Meat Products and Clothing and Apparel); minimum wages and prevailing wage programs and payments; unemployment insurance and

contributions; workers' compensation and insurance, child labor laws, AGO fair labor practices; G.L. c. 149 (Labor and Industries); G.L. c. 150A (Labor Relations); G.L. c. 151 and 455 CMR 2.00 (Minimum Fair Wages); G.L. c. 151A (Employment and Training); G. L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); G.L. c. 152 (Workers' Compensation); G.L. c.153 (Liability for Injuries); 102 CMR 12.00 (Dependent Care Assistance Program); 29 USC c. 8 (Federal Fair Labor Standards); 29 USC c. 28 and the Federal Family and Medical Leave Act and M.G.L. c. 175M (Family and Medical Leave).

8.1.16.14 Federal And State Laws And Regulations Prohibiting Discrimination

Contractors certify compliance with applicable state and federal anti-discrimination laws including but not limited to the Federal Equal Employment Opportunity (EEO) Laws the Americans with Disabilities Act,; 42 U.S.C Sec. 12,101, et seq., the Rehabilitation Act, 29 USC c. 16 s. 794; 29 USC c. 16. s. 701; 29 USC c. 14, 623; the 42 USC c. 45; (Federal Fair Housing Act); G. L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); the Public Accommodations Law G.L. c. 272, s. 92A; G.L. c. 272, s. 98 and 98A, Massachusetts Constitution Article CXIV and G.L. c. 93, s. 103; 47 USC c. 5, sc. II, Part II, s. 255 (Telecommunication Act; Chapter 149, Section 105D, G.L. c. 151C, G.L. c. 272, Section 92A, Section 98 and Section 98A, and G.L. c. 111, Section 199A, and Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities, and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also MCAD and MCAD links and Resources.

8.1.16.15 Right-to-Know Law

The Contractor shall certify that it will comply with the Massachusetts Right-To-Know Law, Chapter 470 of the Acts of 1983. Additionally, the Contractor agrees to submit a Material Safety Data Sheet (MSDS) for each toxic or hazardous substance, or mixture containing such substance, pursuant to M.G.L. c. 111F §§ 8, 9, and 10, and the regulations contained in 441 CMR § 21.06 when deliveries are made.

8.1.16.16 Small Business Purchasing Program (SBPP)

A Contractor may be eligible to participate in the SBPP, created pursuant to Executive Order 523, if qualified through the SBPP COMMBUYS subscription process at: www.commbuys.com and with acceptance of the terms of the SBPP participation agreement.

8.1.16.17 Other Damages

The term "other damages" shall include, but shall not be limited to, the reasonable costs the MBTA incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a Contract. "Other damages" shall not include damages to the MBTA as a result of third party claims, provided, however, that the foregoing in no way limits the MBTA's right of recovery for personal injury or property damages or patent and copyright infringement under *Section 8.1.10* nor the MBTA's ability to join the contractor as a third party defendant. Further, the term "other damages" shall not include, and in no event shall the contractor be liable for, damages for the MBTA's use of contractor provided products or services, loss of MBTA records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the MBTA. In no event shall "other damages" exceed the greater of $100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. *Section 8.1.10* sets forth the contractor's entire liability under a Contract. Nothing in this section shall limit the MBTA's ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference *Section 8.1.10* of the MBTA Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement.

8.1.16.18 Northern Ireland Certification

Pursuant to G.L. c. 7 s. 22C for state agencies, state authorities, the House of Representatives or the state Senate, by signing this Contract the Contractor certifies that it does not employ ten or more employees in

an office or other facility in Northern Ireland and if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

8.1.16.19 Pandemic, Disaster or Emergency Performance

In the event of a serious emergency, pandemic or disaster outside the control of the MBTA, the MBTA may negotiate emergency performance from the Contractor to address the immediate needs of the MBTA even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

8.1.16.20 Subcontractor Performance

The Contractor certifies full responsibility for Contract performance, including subcontractors, and that comparable Contract terms will be included in subcontracts, and that the Department will not be required to directly or indirectly manage subcontractors or have any payment obligations to subcontractors.

8.1.17 Executive Orders

For covered Executive state Departments, the Contractor certifies compliance with applicable Executive Orders (see also Massachusetts Executive Orders), including but not limited to the specific orders listed below. A breach during period of a Contract may be considered a material breach and subject Contractor to appropriate monetary or Contract sanctions.

8.1.17.1 Executive Order 481. Prohibiting the Use of Undocumented Workers on State Contracts

For all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, Departments, divisions, councils, bureaus, and offices, now existing and hereafter established, by signing this Contract the Contractor certifies under the pains and penalties of perjury that they shall not knowingly use undocumented workers in connection with the performance of this Contract; that, pursuant to federal requirements, shall verify the immigration status of workers assigned to a Contract without engaging in unlawful discrimination; and shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker.

8.1.17.2 Executive Order 130. Anti-Boycott

The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott (See IRC § 999(b)(3)- (4), and IRS Audit Guidelines Boycotts) or engages in conduct declared to be unlawful by G.L. c. 151E, s. 2. A breach in the warranty, representation, and agreement contained in this paragraph, without limiting such other rights as it may have, the MBTA shall be entitled to rescind this Contract. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor.

8.1.17.3 Executive Order 346. Hiring of State Employees By State Contractors

Contractor certifies compliance with both the conflict of interest law G.L. c. 268A specifically s. 5 (f) and this order; and includes limitations regarding the hiring of state employees by private companies contracting with the MBTA. A privatization contract shall be deemed to include a specific prohibition against the hiring at any time during the term of Contract, and for any position in the Contractor's company, any state management employee who is, was, or will be involved in the preparation of the RFP, the negotiations leading to the awarding of the Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

8.1.17.4 Executive Order 444. Disclosure of Family Relationships with Other State Employees

Each person applying for employment (including Contract work) within the Executive Branch under the Governor must disclose in writing the names of all immediate family related to immediate family by marriage who serve as employees or elected officials of the Commonwealth. All disclosures made by applicants hired by the Executive Branch under the Governor shall be made available for public inspection to the extent permissible by law by the official with whom such disclosure has been filed.

8.1.17.5 Executive Orders 523, 526, and 565

Executive Order 523 (Establishing the Massachusetts Small Business Purchasing Program). Executive Order 526 (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes Executive Order 478). Executive Order 565 (Reaffirming and Expanding the Massachusetts Supplier Diversity Program). All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices. The Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices. The Contractor also commits to purchase supplies and services from certified minority, women, veteran, service-disabled veteran, LGBT or disability-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons; and Contractor commits to comply with any applicable Department contractual requirements pertaining to the employment of persons with disabilities pursuant to M.G.L. c. 7 s. 61(s). These provisions shall be enforced through the contracting Department, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.

8.1.17.6 Laws and Regulations Prohibiting Discrimination and Human Trafficking

Contractors acknowledge and certify as a condition of this Contract that they are responsible for complying fully with all state and federal laws prohibiting discrimination, human trafficking, and forced labor, including but not limited to Chapter 178 of the Acts of 2011.

8.1.18 Supplemental Provisions

8.1.18.1 Applicability

Where applicable, these Supplemental Provisions shall apply to this RFP. In the event of a conflict or disparity between these Supplemental Provisions and Standard Terms & Conditions, the Supplemental Provisions govern.

8.1.18.2 Right-of-Way Safety Requirements

In the event the Contractor's work is to be performed in proximity (within 10 feet) of MBTA rail transit lines, tracks, yards, or any other parts of the Green, Orange, Blue, Red, and Mattapan Lines, Contractor personnel shall obtain and maintain appropriate Right of Way (ROW) safety training, including recertifications, from the MBTA before commencing work.

Alternately, in the event that the Contractor requires access to a bus tunnel, busway, and/or bus yard the Contractor shall obtain and maintain appropriate Right of Way (ROW) safety training, including recertifications, from the MBTA before commencing work.

Additionally, the Contractor shall:

(a) Ensure its personnel who access or work near the ROW attend an initial eight (8) hour ROW Safety course to receive a ROW license and maintain ROW Safety certification in compliance with the 24-month recertification training renewal schedule. The training and recertifications are at no cost to the Contractor.

(b) Obtain and comply with the latest revision of the MBTA's requirements for personal protective equipment as outlined in the current ROW Safety policies and summarized at **https://www.mbta.com/engineering/safety-resources**

(c) Supply its personnel with personal protective equipment that meets the MBTA's requirements and ensure that its personnel properly utilize such equipment in accordance with MBTA requirements.

8.1.18.3 Performance Guarantee

There is no Performance Guarantee required for this contract.

8.1.18.4 Liquidated Damages

There are no Liquidated Damages required for this contract.

8.1.18.5 Security Requirements

The Contractor shall certify that it will comply with the MBTA's Security Requirements as stated herein. The selected Contractor shall:

1. Submit a complete list of Contractor's employees, subcontractors, and agents that will perform work for the MBTA under this Contract. This list must be submitted prior to eligibility consideration for payment of delivery or completion of the first milestone. At a minimum, the list shall include:
   a) Name and Employee Number/Identifier
   b) Address

c) Job Title
d) Hours and Location of Work

Note: Immediate notification, in writing, is required for listed employees, subcontractors, and agents who leave Contractor's (direct or indirect) employment and/or any new employees, subcontractors or agents who are to be added to this list. Contractor is required to provide, upon request by the MBTA, periodic updates of the list throughout the life of the Contract.

2. Conduct for all current and future employees performing work under this Contract, a legally available criminal background check, including a Criminal Offender Record Information (CORI) background check with the Massachusetts Criminal History Systems Board and a driver's history check with the Massachusetts registry of Motor vehicles (if applicable). The CORI check shall include a Level II Sex Offenders Registry check. To the extent not already available to the Contractor, the Contractor shall apply for and make best efforts to obtain CORI access. The Contractor shall provide written documentation to the Authority that demonstrates the Contractor's compliance with the aforementioned requirements. Furthermore, the Contractor shall conduct these background and driver history checks at least once every two (2) years, or as otherwise specified by the MBTA. Any employee of the Contractor's with a history that includes a felony conviction, any conviction for theft, or who appears otherwise unsuitable to perform the work that is the subject of this solicitation throughout the Term of this Agreement or any extensions thereof, shall not be assigned by the Contractor to perform work under this Agreement.

   The MBTA reserves the right to have MBTA Transit Police perform the required background checks, and shall promptly notify the Contractor in writing of any such action.

3. Distribute an MBTA-issued photograph Contractor identification badge to all Contractor employees, subcontractors, and agents who work on MBTA property. The contractor shall provide a current (less than 1 year old) photograph to the MBTA, along with the required completed badge issuance paperwork prior to being issued the badges. The following information shall be listed on the back of the contractor identification badges: training certifications, safety training, and other related security training required by the MBTA. No employee, subcontractor or agent of the Contractor will be allowed on MBTA property without clearly displaying the MBTA-issued identification badge on their person.

4. Insure that Contractor's employees, subcontractors, and agents:
   a) Are not allowed on MBTA property except as required for stated work;
   b) Are not allowed on MBTA property before and after service hours unless explicitly, contractually required to be there; and
   c) Are forbidden from carrying firearms on MBTA property.

5. Provide to the MBTA, upon its request, any documents that pertain to:
   a) Contractor employee, subcontractor or agent conduct on MBTA property;
   b) Security training; and
   c) Monitoring/auditing of Contractor employees or agents while on MBTA property.

If, at any time during the term of this Agreement, and also during any and all extensions thereof, the MBTA establishes new or revised security policies and procedures as they relate to the Contractor's performance under this Agreement, the Contractor shall comply with such policies and procedures as deemed reasonable by the MBTA and the Contractor.

8.1.19 Terms & Conditions Signature

IN WITNESS WHEREOF, the Contractor certifies under the pains and penalties of perjury that it shall comply with these MBTA Terms and Conditions under Section 8.0-8.1.18.5 for any applicable Contract executed with the MBTA as certified by their authorized signatory below:

Contractor Authorized Signatory: _____

Print Name: _____

Title: _____

Date: _____